



WLS Motion Picture & Video Laboratory
1000 Naper Blvd.
Pittsburgh, Pennsylvania 15203

(412) 922-7726 FAX
(412) 922-7726

ACCOUNT APPLICATION

Applicant's Legal Name

Plaza Entertainment, Inc.

D.B.A.

Family Universal Network

Street Address

304 N. Edinburgh

City/State/Zip

Los Angeles CA 90048

Telephone #

213-852-7800

Fax #

213-852-1808

Parent: Co.

Address

Telephone #

Fax #

Type of Business

☒ Corporation☐ Non-Profit☐ Proprietorship☐ Partnership

Fed. ID #

95-4580273

Year Incorporated

March 15, 1996

State of Incorporation

California

Year Business Organized

1996

Is your business in good standing?

Yes ☒No ☐

All tax reports required to be filed are current?

Yes ☒No ☐

PERSONAL INFORMATION ON PRINCIPAL OFFICERS, ALL GENERAL PARTNERS, OR ALL GUARANTORS. If additional space is required, please attach.

1 Eric Parkinson

C.E.O.

509-50-7517

Name

Title

Social Security No.

Home Address

City

State

Zip

Home Phone No.

2 Charles P. von Bernuth

C.O.O.

11875 PRADERA RD. CALHART CA. 93017

Name

Title

Social Security No.

Home Address

City

State

Zip

Home Phone No.

3 John C. Herklots

Chairman

Social Security No.

Name

Title

Social Security No.

Home Address

City

State

Zip

Home Phone No.

TRADE REFERENCES (unrelated to applicant or parent)

1 J.T. Packaging

10740 FRANCIS

#348

714-903-1630

John Tallarico

Name of Supplier

Street/P.O. Box

City/State

Telephone No.

Fax No.

Contact Person

2 Disney Adventures Mag.

Name of Supplier

Street/P.O. Box

City/State

Telephone No.

Fax No.

Contact Person

3 Juniper Pictures Releasing

111 GREAT NECK RD

#404

516-829-4670

Paul Hreivnikov

Name of Supplier

Street/P.O. Box

City/State

Telephone No.

Fax No.

Contact Person

LABORATORIES/VIDEO FACILITIES PREVIOUSLY USED

1 Dubs, Inc.

1220 N. HIGHLAND CA

323-461-3721

Shelly Yaseen

Name

Street/P.O. Box

City/State

Telephone #

Contact Person

2 Edgewise Labs

5441 East LA Palma

Anaheim Hills

Marissa Chao

714-693-7997

Name

Street/P.O. Box

City/State

Telephone #

Contact Person

EXHIBIT

18

9-18-08

BANK REFERENCES - TWO YEAR HISTORY

1 Bank of America - Int'l City 2049 Century Park East, Los Angeles, CA 90067
 Name of Bank/Branch Street/P.O. Box City/State
 14179-00891 310-785-6054 Yolanda Velasquez
 Chg. Acct. # Loan Acct. # Telephone No. Contact Officer

2 Imperial Bank 9757 Wilshire Blvd. Beverly Hills, CA 90210
 Name of Bank/Branch Street/P.O. Box City/State
 60-081-131 310-417-5600 Patrick Lee
 Chg. Acct. # Loan Acct. # Telephone No. Contact Officer

TYPE OF PRODUCTIONS: Film ☒ Video ☒ Filmstrip ☐
 TV ☒ Theatrical ☒ Commercial ☐ Educational ☒ Industrial ☐ Defense ☐ Miscellaneous ☐

Estimated Maximum Dollar Requirements for 30 day period: \$ 500,000

SALES 97174917
 Sales Tax Exempt No. _____ State California

Have you or your company ever been involved in a bankruptcy or receivership? Yes ☐ No ☒


The following financial information may be required to process your application should WRS not be able to obtain sufficient information from trade and bank references supplied. In order to facilitate credit approval decision of the following will expedite the credit process.

Corporation: Current balance and last two (2) years financial statements and/or federal income tax returns.
 Partnership and Proprietorship: Last two (2) years federal income tax returns.

The above information is for the purpose of obtaining credit and is warranted to be true. I/we hereby authorize WRS to investigate the references listed pertaining to my/our credit and financial responsibility. And I/we authorize WRS to investigate any facts, or obtain and exchange reports regarding this application and/or resulting account with credit reporting agencies and others. Upon request I/we will be informed of each agency's name and address.

I have read, understood and agree to be bound by WRS's terms and conditions included as part of this application. I agree that all credit granted pursuant to the application shall be bound by these terms and conditions. Certifying that all the above information is true and correct as of this date. I understand that any credit now or hereafter given me is made upon the strength of the statements contained herein.

Date: 7-24-98

Applicant's Signature: 

Title: ERIC PARKINSON, PRESIDENT, C.E.O.

TERMS & CONDITION LIMITATIONS OF LIABILITY

Limitations of the Laboratory

This company respectfully points out that as its prices are never proportionate to value of the negatives, positives, video masters and other client property entrusted to it, Customer's property is received, developed, printed, duplicated and stored, etc. by this Company only at Customer's risk, and this Company does not accept any responsibility for any loss or damage to such material from any cause whatsoever. Customer should therefore, insure all products delivered to this Company against all risks. In no event, including negligence or gross negligence of this Company, shall this Company be liable for the loss or damage of any material delivered to it by or for the account Customer for any amount in excess of the replacement value of the raw film or tape stock involved.

This Company will exercise reasonable care and will exert its best efforts to produce high quality work hereunder, but does not make any warranty nor does it assume any responsibility as to the character or quality of the material or service to be furnished or provided by it hereunder, nor as to the results of any of its undertakings hereunder. Without limiting the foregoing in any particular, this Company shall not be liable for loss of any kind whatsoever due to delays or failure in performance caused directly or indirectly by Acts of God, strikes, fire, failure of transportation agencies, public enemy, the elements, war, insurrection, shortages of labor or material, Government regulation, damage or accident to machinery or equipment, electric power or other utility failures, injury or damage to, or loss of, films delivered to this Company by Customer, or any other cause.

Limitations of Warranties

THIS COMPANY GIVES NO WARRANTY, EXPRESS OR IMPLIED, AS TO MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, DESCRIPTION, QUALITY OR OTHERWISE WITH RESPECT TO THE DEVELOPMENT, PRINTING AND PROCESSING OF FILM, VIDEO TRANSFER, DUPLICATING OR PACKAGING AND OTHER SERVICES OR MATERIAL PROVIDED BY IT.

Laboratory Lien on Film or Tapes

In addition to any other liens or remedies given to this Company under applicable law or elsewhere in these conditions, this Company shall have a security interest in and a lien on all original material, dupes, prints, masters, dubs and other property of Customer as security for the payment of the services and materials furnished to Customer in connection with the particular film, tape or other property in custody of this Company but also on any other film, tape or property of Customer obtained either prior to or subsequent to this Company's acquisition or possession of the property upon which such security interest or lien is being asserted. Customer hereby agrees that this Company shall have all the rights of a secured creditor under Pennsylvania and other applicable law with respect to all film, tape and other property of Customer in possession of this Company.

The Customer agrees that if the Company shall have to enforce its rights under said lien, either the Company or any party acquiring ownership of such property at private or public sale shall have, and is hereby granted, a license under the underlying contracts and literary material of such films, to distribute, exhibit, televise and otherwise exploit such titles for its own account in any media.

The Company will store negatives and positives of films and videotapes during the time of production and release printing or dubbing and for a reasonable period thereafter, for up to six months after last release prints or dubs are made by Company. However, Customer acknowledges that Company is not a warehouse and that it is not economically feasible for, nor is it a proper function of the laboratory to provide storage for negatives or masters which are used only occasionally for libraries, reruns, etc., and therefore, it will be necessary to charge a monthly storage for all materials left with the Company beyond the primary manufacturing period.

Within thirty days after written notice from this company, Customer agrees to remove at its own expense, all extraneous elements contained in said notice from this Company. In the event the Customer fails to remove all or any part of said elements, this Company shall have the right to destroy or otherwise dispose of such elements without liability to customer or any other person. Customer hereby covenants and agrees to indemnify and hold this Company harmless from all liability arising out of or in connection with the destruction or disposition of any such titles or elements of same.

Customer agrees that failure to pay said incidental charge for storage and keeping shall give the Company a lien on the film, tape or other property for such charges and the right to sell the film to satisfy said lien and costs of sale pursuant to Pennsylvania Law.


Removal of Left- Over Films or Tape

The Customer agrees to remove from this Company's premises, all negative and positive outtakes, trims, and unused films, tape or other property in connection with each project produced by Customer within ninety days after the completion of said project, or within ninety days after the last work thereon in case production on said project is terminated, and further agrees that upon Customer's failure to do so, this Company may dispose of such outtakes, trims an unused material as it sees fit, including the destruction thereof. Customer agrees to indemnify and hold this Company harmless from all liabilities arising out of or in connection with this Company's disposition or destruction of such left-over material. Lab disposition of materials or communications may be to the last known address of Customer, in which case laboratory shall not be obligated to search further for Customer.

Laboratory Warranty

Should a print or dub be found defective, or labeled or shipped in error, the Company will promptly replace or repair such defective product and/or correct an error in shipment at its expense, provided the defective print or dub is returned and written notice of such imperfection and/or error in labeling or shipment is given this Company within twenty days after shipment. But, in no event shall this Company be liable for any consequential damages. Company's liability to Customer or any other person shall be limited to the replacement or repair of defective prints or dubs or the correction of such errors in shipment or labeling. A check-print or dub must be ordered by Customer from any duplicate negative, positive or master made. Video check dubs are also recommended to be viewed by the customer prior to making volume orders, so that the customer can be sure that the result meets their expectations. This Company will replace duplicate negatives, positives or submasters, etc., if WRS work is found to be defective by way of such check-print/dub.

Minimum and Special Prices	<p>The per foot or per unit charges specified on the regular schedules are predicated upon a production basis and are calculated so as to give the Customer the best price possible on volume orders. Processing and operations on short lengths of film or tape create special conditions which necessitate the establishment of minimum and/or additional charges as listed.</p> <p>All prices are subject to any fluctuation in cost of raw material and labor, retroactive to effective date thereof and are subject to change without notice.</p>
Standard Synchronization	<p>Preprint material must be provided with standard leaders bearing clear and proper synchronization marks. Any errors in synchronization shall be the responsibility of the Customer. Customer agrees to indemnify and hold this Company harmless from all liability arising out of or in connection with errors in synchronization.</p>
Old Negatives	<p>Old or shrunken negatives, or those showing any unusual photographic or physical condition, breaking splices, etc., are accepted for printing with the understanding that a charge will be made for lost time and/or materials whether or not a satisfactory print is ultimately produced.</p> <p>Customer understands and acknowledges that it is this Company's policy not to accept or process any nitrate material without our knowledge. Customer warrants that none of the film elements or film delivered to or stored with this Company contain or will ever contain nitrate, except with advance laboratory knowledge and written consent. Customer agrees to indemnify and hold this Company harmless from all liabilities arising out of or connected with any nitrate film elements or film for Customer or other persons delivered to or stored with Company by Customer with or without Company's consent.</p>
Shipping, Handling Charges	<p>All prices are F.O.B. this Company's laboratory where such work was done and are subject to any and all applicable state and local taxes. In the absence of any & Insurance other instructions from the Customer, Company will make shipments via the carrier of its choice subject to that carriers standard insurance rate unless client specifically requests in writing additional insurance which in all cases is at Customer's expense.</p>
Delivery of Film or Tapes	<p>Any shipping dates or delivery dates given to Customer by this Company are approximate and for Customer rough guidance only if any conditions whatsoever arise which prevent compliance with delivery schedule, this Company shall not be liable to Customer or any other person or entity for any losses, damage, liability or delay in delivery nor for failure to give notice of delay and such delays shall not constitute grounds of cancellation or defense set off or counterclaim.</p>
Customer Liability	<p>This Company may refuse to print, process or make dubs without incurring any liability to Customer, any film or tape which this Company in its sole discretion deems unlawful, pornographic, degrading or which it deems as tending to incite prejudice or passion. Customer hereby agrees to indemnify and hold this Company harmless from all liability arising out of or in connection with publication, processing, distribution, exhibition or content of film, tapes, or other elements delivered to Company, including liability for libel, slander, invasion of privacy, defamation of character, violation of any patent, copyright, trademark or any other proprietary right. Customer agrees, upon written notice from this Company at Customer's sole cost and expense to promptly defend any claim, demand, action or proceeding of whatsoever nature in any jurisdiction to which this Company may be a party or which it may be threatened to be made a party which involves or is based all or in any part on any liability which Customer has agreed to indemnify and hold this Company harmless under any provision of these conditions.</p>
Ownership of Films or Tapes	<p>Customer warrants that it is the sole owner of all films or tapes delivered to Company by Customer or for Customer's account for storage, developing, printing, processing or duplicating of any kind or for any other purpose. Customer warrants that it now and at all times while any such element is in possession of this Company will be the sole owner and proprietor of all necessary rights in connection with any such element, including without limitation the copyright of such film or tape, the music, motion picture, television, literary and dramatic rights. Customer warrants that the film and tapes delivered to or in possession of this Company are not subject to any security interest, assignment, lien or encumbrance of any person or company. As long as Customer is indebted to this Company or any films or tapes of Customer are in the custody or possession of this Company, Customer agrees not to pledge, hypothecate, assign or in any other manner encumber said film or films or any rights to said film or films without the prior written consent of this Company.</p>
Terms of Payment	<p>Customer agrees to pay Company for all services performed and materials supplied to Customer, within 30 days after such items are invoiced. Customer agrees to pay all costs and expenses incurred by Company in connection with the enforcement of any of the Company's rights hereunder, including Company's right to the collection from Customer of any sums due or to become due at any time from Customer. Included in the term "costs and expenses" customer agrees to pay actual attorney's fees which customer agrees shall be deemed to be fair and reasonable.</p> <p>Any claims which Customer may have against Company for adjustment or which in any way would affect any invoice must be presented to Company in writing no later than thirty days from the date of the invoice in question. Customer hereby irrevocably waives any claim for any such adjustment or change or modification in any such invoice in which such claim is not presented in writing to Company within said thirty-day period.</p>

PARTIES	FINANCING STATEMENT Uniform Commercial Code Form UCC-1 IMPORTANT-Please read instructions on reverse side of page 4 before completing
Debtor name (last name first if individual) and mailing address: Plaza Entertainment 304 N. Edinburgh Los Angeles, CA 90048 <div style="text-align: right;">1</div>	Filing No. (stamped by filing officer): _____ Date, Time, Filing Office (stamped by filing officer) _____ <div style="text-align: right;">5</div>
Debtor name (last name first if individual) and mailing address: <div style="text-align: right;">1a</div>	This Financing Statement is presented for filing pursuant to the Uniform Commercial Code, and is to be filed with the (check applicable box): <input checked="" type="checkbox"/> Secretary of the Commonwealth. <input type="checkbox"/> Prothonotary of _____ County. <input type="checkbox"/> real estate records of _____ County. <div style="text-align: right;">6</div>
Debtor name (last name first if individual) and mailing address: <div style="text-align: right;">1b</div>	Number of Additional Sheets (if any): _____ Optional Special Identification (Max. 10 characters): _____ <div style="text-align: right;">7</div>
Secured Party(ies) name(s) (last name first if individual) and address for security interest information: WRS, Inc. 1000 Napor Blvd. Pittsburgh, PA 15205 <div style="text-align: right;">2</div>	Identify collateral by item and/or type: Video duplication services, video cassettes (dubs), masters and sub-masters, stock, packaging and associated services and products and proceeds thereof including Accounts Receivable; however the extent of the Security Interest in Plaza's Accounts Receivable shall be limited to the amount of WRS' billings to Plaza. <div style="text-align: right;">8</div>
Assignee(s) of Secured Party name(s) (last name first if individual) and address for security interest information: <div style="text-align: right;">2a</div>	Identify collateral by item and/or type: Video duplication services, video cassettes (dubs), masters and sub-masters, stock, packaging and associated services and products and proceeds thereof including Accounts Receivable; however the extent of the Security Interest in Plaza's Accounts Receivable shall be limited to the amount of WRS' billings to Plaza. <div style="text-align: right;">9</div>
Special Types of Parties (check if applicable): <input type="checkbox"/> The terms "Debtor" and "Secured Party" mean "Lessee" and "Lessor," respectively. <input type="checkbox"/> The terms "Debtor" and "Secured Party" mean "Consignee" and "Consignor," respectively. <input type="checkbox"/> Debtor is a Transmitting Utility. <div style="text-align: right;">3</div>	(check only if desired) Products of the collateral are also covered. Identify related real estate, if applicable. The collateral is, or includes (check appropriate box(es)): a. <input type="checkbox"/> crops growing or to be grown on - b. <input type="checkbox"/> goods which are or are to become fixtures on - c. <input type="checkbox"/> minerals or the like (including oil and gas) as extracted on - d. <input type="checkbox"/> accounts resulting from the sale of minerals or the like (including oil and gas) at the wellhead or minehead on - the following real estate: Street Address: Described at: Book _____ of (check one) <input type="checkbox"/> Deeds <input type="checkbox"/> Mortgages, at Page(s) _____ for _____ County. Uniform Parcel Identifier _____ <input type="checkbox"/> Described on Additional Sheet. Name of record owner (required only if no Debtor has an interest of record): _____ <div style="text-align: right;">10</div>
SECURED PARTY SIGNATURE(S) This statement is filed with only the Secured Party's signature to perfect a security interest in collateral (check applicable box(es)): a. <input type="checkbox"/> acquired after a change of name, identity or corporate structure of the Debtor. b. <input type="checkbox"/> as to which the filing has lapsed. c. already subject to a security interest in another county in Pennsylvania: <input type="checkbox"/> when the collateral was moved to this county. <input type="checkbox"/> when the Debtor's residence or place of business was moved to this county. d. already subject to a security interest in another jurisdiction: <input type="checkbox"/> when the collateral was moved to Pennsylvania. <input type="checkbox"/> when the Debtor's location was moved to Pennsylvania. e. <input type="checkbox"/> which is proceeds of the collateral described in block 9, in which a security interest was previously perfected (also describe proceeds in block 9, if purchased with cash proceeds and not adequately described on the original financing statement). Secured Party Signature(s) (required only if box(es) is checked above): <div style="text-align: right;">4</div>	DEBTOR SIGNATURE(S) Debtor Signature(s): 1  ERIC PARKINSON, <div style="text-align: right;">PRESIDENT</div> <div style="text-align: right;">11</div>
RETURN RECEIPT TO: WRS, Inc. 1000 Napor Blvd. Pittsburgh, PA 15205 Attn: John Purdy <div style="text-align: right;">12</div>	RETURN RECEIPT TO: WRS, Inc. 1000 Napor Blvd. Pittsburgh, PA 15205 Attn: John Purdy <div style="text-align: right;">12</div>

OCT. 12. 1998 1:11PM

NO. 047 P. 2/5

SERVICES AGREEMENT

THIS SERVICES AGREEMENT between WRS, Inc. ("WRS") and Plaza Entertainment, Inc. ("Plaza") and its principals--Eric Parkinson, Charles vonBernuth and Thomas Gehring, is made as of this ___ day of October, 1998.

A. Plaza and WRS have an existing manufacturing and business relationship, and Plaza has an immediate need for (i) working capital financing ("Financing") and (ii) certain administrative services, including, generation of sales invoices, collection of accounts receivables, performance of general accounting and related record keeping functions, monitoring and maintenance of inventories of packaging, finished goods, returns processing and repackaging (collectively, the "Administrative Services").

B. Plaza also needs to purchase post production services and video dubs (copies) in the normal course of its business (collectively, "Production Services"), has been obtaining Production Services from WRS on an open account basis pursuant to that certain Credit Application given by Plaza to WRS and WRS' standard terms and conditions ("Standard Terms") of sale which are a part of the Credit Application. Plaza owes WRS approximately \$685,379.88 as of August 31, 1998 (subject to review and verification thereof), plus applicable interest thereon, for Production Services previously performed by WRS (the "WRS Receivable").

C. WRS, to enhance and increase its business relationship with Plaza, Eric Parkinson, Charles vonBernuth and Tom Gehring, and protect its interest in the WRS Receivable, is willing to perform the Administrative Services and continue to perform Production Services for Plaza on the terms and conditions described in this Agreement (all invoices for Production Services performed by WRS after the date of this Agreement are referred to as "New Invoices").

In consideration of the mutual promises set forth in this Agreement, the parties agree as follows.

Section 1. Administrative Services. Plaza hereby appoints and employs WRS as Plaza's exclusive agent to perform the Administrative Services for Plaza. WRS accepts said appointment and agrees to perform the Administrative Services for Plaza in accordance with the terms and conditions set forth in this Agreement. The performance of all activities by WRS, including the maintenance of all bank accounts relative to the Administrative Services, shall be as the agent of and for account of the Plaza. Plaza and WRS agree to arrange for a "lock box" or other similar arrangement with National Bank of Canada, its successor or other financial institution (the "Bank") for receipt of payment of Plaza's accounts receivable and distribution of such receipts in accordance with the terms of this Agreement. As compensation for the

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Administrative Services, Plaza shall pay to WRS a monthly fee (the "Monthly Fees") equal to the greater of (i) \$5,000 or (ii) one percent of the aggregate amount invoiced by WRS for Production Services during such month (but not to exceed \$20,000 per month). In addition, Plaza shall reimburse WRS for all out of pocket expenses incurred by it in the performance of the Administrative Services (but excluding any personnel costs). WRS shall provide Plaza with a monthly statement setting forth the fees and expenses incurred on behalf of Plaza during such month, each of which shall be paid directly by Plaza to WRS within 30 days of the statement date. In the event any invoice remains unpaid after 30 days, WRS shall have the right to instruct the Bank to make payment of such invoice to WRS from the funds in the lock box account.

Section 1.1 Distribution of Lockbox Funds. The parties agree that until such time as all amounts owed to WRS by Plaza are less than 60 days, WRS shall instruct the Bank to distribute the funds in the lockbox account on a weekly in accordance with the following procedures:

1. With respect to each payment made by a customer of Plaza which is received during such week, WRS shall match such payment to the WRS invoice to Plaza for the products which are the subject of such customer's payment. If the payment (i) relates to the WRS Receivable then WRS and Plaza shall instruct the Bank to distribute an amount equal to 50% of each such payment to WRS and (ii) (ii) relates to a New Invoice then WRS and Plaza shall instruct the Bank to distribute an amount equal to 30% of each such payment to WRS;
2. WRS shall instruct the Bank to distribute the remaining funds to Plaza or in accordance with Plaza's instructions.

It is the intention of the parties that the arrangement contemplated above will result in each New Invoice being paid in full within 60 days of the date of such invoice. To the extent that New Invoices are not kept current under the distribution arrangement set forth above the parties agree to negotiate in good faith an appropriate distribution arrangement which will keep Plaza current on New Invoices; provided however in no event shall any New Invoice remain unpaid for more than 89 days after the date of such New Invoice.

Section 1.2 Incentive. As an incentive to foster the business relationships contemplated by this Agreement and to provide financial assistance to Plaza, WRS agrees to provide Plaza a credit against the WRS Receivable equal to fifty cents on the first 300,000 dubs that WRS produced for Plaza, such credit to be applied on the first anniversary of this Agreement or such earlier date as Plaza shall become current on all outstanding invoices from WRS; provided, however, such credit shall only be made if Plaza has fully complied with the terms of this Agreement.

Section 2 WRS' Internet Web Site. WRS agrees to place all of Plaza's titles, including the Hemdale titles, on WRS' Internet Web Site at full retail prices to obtain additional marketing exposure for Plaza.

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Section 3 Assistance. WRS agrees to assist Plaza in its efforts to obtain adequate and appropriate financing with National Bank of Canada and/or other entities WRS deems appropriate, by effecting introductions to such entities, and if required, by partially subordinating its security interests in the WRS Receivable provided that the proceeds of such financing are used to satisfy a portion of such Receivable. Any resultant financing will be subject to Plaza's approval. It is mutually agreed that Plaza and its principals, Eric Parkinson, Charles vonBernuth and Tom Gehring (collectively, the "Principals"), will execute such documents as are required to accomplish the foregoing and to confirm that WRS shall have a security interest in all proceeds from all business activities of Plaza from any and all sources (excluding video kiosks), and/or any future entity WRS may designate to perform this function by until further notice; provided, however, that at such time as Plaza shall be current on payment of all invoices, the security interest in proceeds granted to WRS under this Section shall be limited to the proceeds of Plaza's distribution activities in the United States.

Section 4 Production Services. Plaza agrees that WRS shall have the sole and exclusive rights to perform Production Services for Plaza for all videos to be distributed in the United States, and WRS agrees to perform such Production Charges for Plaza in accordance with the current prices between WRS and Plaza in effect (copy attached) and reviewed annually. All other WRS services not listed that Plaza requires will be discounted 25% from WRS' then published prices. Plaza further agrees that WRS shall be its exclusive supplier of dubs and all of those other services WRS routinely provides for Plaza's product delivery to its domestic and international clients.

Section 5 Term This Agreement shall remain in effect until such time as the WRS Receivable and New Invoices shall have been paid in full. Thereafter, either party shall have the right to terminate this Agreement by giving the other party ninety days' written notice of termination. In the event of price disagreements at any annual price renegotiation contemplated in Section 4, WRS shall have the right of first refusal, but not the obligation to match any bona fide written competitive offers made by other first class laboratory facilities. It is mutually agreed that any such price reductions shall be correspondingly matched with the caliber and quality of workmanship and materials as are being offered by the competitive laboratory.

Section 6 Security Interest; Financial Information; Guaranty. Plaza hereby acknowledges that Plaza has granted WRS a security interest in certain collateral (the "Collateral") described in the UCC-1 Financing Statements previously filed with the Secretaries of State of California and Pennsylvania, copies of which are attached to this Agreement, and agrees that it shall execute such documents as may be reasonably required by WRS to maintain the effectiveness of such filings and to protect WRS' interest in such Collateral to the extent reflected on such Financing Statements. In addition, Plaza shall provide WRS and/or National Bank of Canada with all such financial information concerning Plaza as WRS and/or National Bank of Canada shall reasonably request in order that WRS and/or National Bank of Canada can monitor Plaza's financial position and WRS can provide such administrative assistance as Plaza may from time to time require. In the event of a breach by Plaza of any of the terms of this Agreement or in the event Plaza shall become insolvent, WRS shall have the right to exercise

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any and all remedies as a secured creditor provided by provisions of the Uniform Commercial Code in effect where such Collateral is located. As a further inducement to WRS to enter into this Agreement, each of the Principals hereby guarantees the performance by Plaza of its obligations under the terms of this Agreement, including the payment of the WRS Receivable and New Invoices, and any other charges, expenses (including reasonable attorney's fees) and costs reasonably incurred by WRS in any proceeding to enforce any of the terms of this Agreement (collectively, the "Collection Expenses")

Section 7 Acknowledgements. The parties acknowledge and agree that this Agreement is intended to set forth the parameters of a working relationship which will promote their individual interests and to provide with WRS with incentives to continue to perform Production Services for Plaza. Accordingly, the parties agree to negotiate in good faith to establish the procedures necessary, and to execute any and all documents and further agreements that may be reasonably required, to more fully implement the terms of this Agreement.

Plaza Entertainment

By _____
Title:

Witness _____

Tom Gehring, Principal

Witness _____

Charles vonBernuth, Principal

Witness _____

Eric Parkinson, Principal

Witness _____

WRS, Inc.

By _____
Title:

OCT. 9. 1998 12:14PM

SERVICES AGREEMENT

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A. Plaza and WRS have an existing manufacturing and business relationship, and Plaza has an immediate need for (i) working capital financing ("Financing") and (ii) certain administrative services, including, generation of sales invoices, collection of accounts receivables, performance of general accounting and related record keeping functions, monitoring and maintenance of inventories of packaging, finished goods, returns processing and repackaging (collectively, the "Administrative Services").

B. Plaza also needs to purchase post production services and video dubs (copies) in the normal course of its business (collectively, "Production Services"), has been obtaining Production Services from WRS on an open account basis pursuant to that certain Credit Application given by Plaza to WRS and WRS' standard terms and conditions ("Standard Terms") of sale which are a part of the Credit Application. Plaza owes WRS \$625,379.88 as of August 31, 1998, plus interest thereon, for Production Services performed by WRS (the "WRS Receivables").

C. WRS, to enhance and increase its business relationship with Plaza, Eric Parkinson, Charles vonBernuth and Tom Gehring, and protect its interest in the WRS Receivables, is willing to perform the Administrative Services and continue to perform Production Services for Plaza on the terms and conditions described in this Agreement.

In consideration of the mutual promises set forth in this Agreement, the parties agree as follows.

Section 1. Administrative Services. Plaza hereby appoints and employs WRS as Plaza's exclusive agent to perform the Administrative Services for Plaza. WRS accepts said appointment and agrees to perform the Administrative Services for Plaza in accordance with the terms and conditions set forth in this Agreement. The performance of all activities by WRS, including the maintenance of all bank accounts, shall be as the agent of and for account of Plaza. Plaza and WRS agree to arrange for a "lock box" or other similar arrangement with National Bank of Canada, its successor or other financial institution (the "Bank") for receipt of payment of Plaza's accounts receivable and distribution of such receipts in accordance with the terms of this Agreement. As compensation for the Administrative Services, Plaza shall pay to WRS a monthly fee (the "Monthly Fee") of (i) \$5,000 or (ii) ~~an amount equal to the net~~ ^{half percent of the aggregate gross} ~~gross~~ ^{gross} ~~revenue~~ ^{revenue} ~~generated by WRS for Production Services~~ ^{generated by WRS for Production Services} whichever is greater. In addition, Plaza shall reimburse WRS for all out of pocket expenses incurred by it in

COB

Attn: Joe Gerek — I've indicated
our comments in the
margins as discussed. You
can call me at (909) 584-5264
or (213) 304-6727 prior to
Monday!

Thanks—
ERIC

"or such sum as
will be determined
after an account
reconciliation"

"relative to these administrative services"

"a sum to
be mutually
agreed to based
upon the actual

expense incurred by WRS in
the fulfillment of these
Administrative Services"

Personal
guarantee

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the performance of the Administrative Services (but excluding any personnel costs). WRS shall provide Plaza with a monthly statement setting forth the fees and expenses incurred on behalf of Plaza during such month, each of which shall be paid directly by Plaza to WRS within 30 days of the invoice date. In the event any invoice remains unpaid after 30 days, WRS shall have the right to instruct the Bank to make payment of such invoice to WRS from the funds in the lock box account.

Section 1.1 Distribution of Lockbox Funds. The parties agree that until such time as all amounts owed to WRS by Plaza are less than 60 days, WRS shall instruct the Bank to distribute the funds in the lockbox account on a weekly in accordance with the following procedures:

1. With respect to each payment made by a customer of Plaza which is received during such week, WRS shall match each payment to the WRS invoice to Plaza for the products which are the subject of such customer's payment. WRS and Plaza shall instruct the Bank to distribute an amount equal to 16.5% of each such WRS invoice to WRS;
2. WRS shall apply the amounts distributed to it under item 1 above as follows: first to payment of the WRS invoice for which payment is received and the remaining 6.5% shall be credited against the WRS Receivable, such credit to be applied to the oldest of the unpaid WRS invoices.
3. WRS shall instruct the Bank to distribute the remaining funds to Plaza or in accordance with Plaza's instructions.

It is the intention of the parties that the arrangement contemplated above will result in each new invoice for Production Services (collectively "New Receivables") being paid in full within 60 days of the date of such invoice. To the extent that New Receivables are not kept current under the distribution arrangement set forth above the parties agree to negotiate in good faith an appropriate distribution arrangement which will keep Plaza current on New Receivables; provided however in no event shall any New Receivable remain unpaid for more than 89 days after the date of invoice.

Section 1.2 Incentive. As an incentive to foster the business relationships contemplated by this Agreement and to provide financial assistance to Plaza, WRS agrees to provide Plaza a credit against the WRS Receivable equal to fifty cents on the first 300,000 dues that WRS produced for Plaza, such credit to be applied on the first anniversary of this Agreement or such earlier date as Plaza shall become current on all outstanding invoices from WRS; provided, however, such credit shall only be made if Plaza has fully complied with the terms of this Agreement.

Section 2 Advance of Funds; Escrow Arrangement. WRS further agrees to advance Ten Thousand (\$10,000.00) Dollars to Plaza for the sole purpose of having the Escrow

Joe-why don't we
Go to FLAT
percentage to
simplify the
determination of
cash proceeds.

Inaccurate
and not
relevant

- 1) WRS to receive thirty percent (30%) of all lock-box collections or lock proceeds (from an Accounts Receivable line to be sought) until all existing invoices currently due to WRS are fully paid.
- 2) All future WRS services shall be paid from twenty percent (20%) of lock-box collections or lock proceeds, provided, however that this percentage is deemed sufficient to keep current status on all invoices.

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masters released to Plaza and WRS to further enhance Plaza's current sales and marketing efforts and to provide current cash flow. WRS agrees to place all of Plaza's titles, including the Homdale titles, on WRS' Internet Web Site at full retail prices to obtain additional marketing exposure for Plaza. Plaza may use the Homdale packaging for such direct sales to minimize current distribution costs and realize immediate financial benefits.

*Too accurate, not relevant
or practical*

retain

Section 3 Assistance. WRS agrees to assist Plaza in its efforts to obtain adequate and appropriate financing with National Bank of Canada and/or other entities WRS deems appropriate, by effecting introductions to such entities, and if required, by partially subordinating its security interests in the WRS Receivable provided that the proceeds of such financing are used to satisfy a portion of such Receivable. Any resultant financing will be subject to Plaza's approval. It is mutually agreed that Plaza and its principals, Eric Parkinson, Charles vonBarnath and Tom Gehring will execute such documents as are required to accomplish the foregoing and to confirm that WRS shall have a security interest in all proceeds from all business activities of Plaza from ~~any and all sources~~ (excluding video kiosks), and/or any future entity WRS may designate to perform this function by ~~until further notice~~.

*"Video distribution activities
in the United States"*

Section 4 Production Services. Plaza agrees that WRS shall have the sole and exclusive rights to perform Production Services for Plaza for all videos to be distributed in the United States, and WRS agrees to perform such Production Charges for Plaza in accordance with the current prices between WRS and Plaza in effect (copy attached) and reviewed annually. All other WRS services not listed that Plaza requires will be discounted 25% from WRS' then published prices. Plaza further agrees that WRS shall be its exclusive supplier of tubes and all of those other services WRS routinely provides for Plaza's product delivery to its domestic and international clients.

*once the
account
is current
status*

Section 5 Term. This Agreement shall remain in effect until such time as the WRS Receivable and New Receivables shall have been paid in full. Thereafter, either party shall have the right to terminate this Agreement by giving the other party ninety days' written notice of termination. In the event of price disagreements at any annual price renegotiation contemplated in Section 4, WRS shall have the right of first refusal, but not the obligation to match any bona fide written competitive offers made by other first class laboratory facilities. It is mutually agreed that any such price reductions shall be correspondingly matched with the caliber and quality of workmanship and materials as are being offered by the competitive laboratory.

Section 6 Security Interest; Financial Information. Plaza hereby acknowledges that Plaza has granted WRS a security interest in certain collateral (the "Collateral") described in the UCC-1 Financing Statements previously filed with the Secretaries of State of California and Pennsylvania, copies of which are attached to this Agreement, and agrees that it shall execute such documents as may be reasonably required by WRS to maintain the effectiveness of such filings and to protect WRS' interest in such Collateral to the extent reflected on such Financing Statements. In addition, Plaza shall provide WRS and/or National Bank of Canada with all such financial information concerning Plaza as WRS and/or National Bank of Canada shall reasonably request in order that WRS and/or National Bank of Canada can monitor Plaza's financial position.

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and WRS can provide such administrative assistance as Plaza may from time to time require. In the event of a breach by Plaza of any of the terms of this Agreement or in the event Plaza shall become insolvent, WRS shall have the right to exercise any and all remedies as a secured creditor provided by provisions of the Uniform Commercial Code in effect where such Collateral is located.

Section 7 Acknowledgments. The parties acknowledge and agree that this Agreement is intended to set forth the parameters of a working relationship which will promote their individual interests and to provide with WRS with incentives to continue to perform Production Services for Plaza. Accordingly, the parties agree to negotiate in good faith to establish the procedures necessary, and to execute any and all documents and further agreements that may be reasonably required, to more fully implement the terms of this Agreement.

Plaza Entertainment

By _____
Title:

Witness

Tom Gering, Principal

Witness

Charles vonBerruth, Principal

Witness

Eric Parkinson, Principal

Witness

WRS, Inc.

By _____
Title:



Tidde
9/4



Producer and Distributor of
Quality Family Programming

Friday, August 28, 1998 – 2:30 p.m. PST.

TO: JOE GEREK
WRS FILM & VIDEO LABS Via Fax (412) 922-2418

FROM: ERIC PARKINSON & CHARLES VON BERNUTH

RE: FIRST AND SECOND PAYMENTS FOR "GIANT" VIDEO DUPLICATION

Dear Joe:

Next Tuesday's (Sept. 1) release of TITANIC has been so massive that it seems to have sucked all the money out of the wholesalers temporarily – at least that's the excuse du jour that we are experiencing during our collection efforts. Accordingly, we are getting very nervous about the likelihood of a significant payment begin received at Plaza prior to close of business Monday, from which we could forward a large sum to our WRS balance.

To make matters even more heated, Valley Media (f.k.a. "Star Video") reneged on their commitment made ten days ago to send us a payment for USD \$75,000 (against their balance due to Plaza of more than \$200,000). The net result of their action is that Plaza must now scramble to cover the initial payment made to WRS last week of USD \$40,000... which was postdated and submitted to you based upon the Valley Media commitment. It's very disruptive and unkind for them to renege on this courtesy payment on account. In any event, at this moment in time, it may be necessary to replace the prior payment to you on Monday with a bank wire transfer. I'll speak with you Monday morning on this matter, as well as on other status of our collections. We are truly distressed and aggressively scrambling to facilitate your requirements.

At one point in time, Joe, there was a discussion regarding the possibility of WRS providing a service of INVOICING and COLLECTING on the orders that WRS is already manufacturing and shipping for Plaza. Perhaps it's time to resurrect these discussions for the reasons that are now obvious: Plaza is not doing a good job of collections, and WRS may need a better form of collateral. This should be considered soon ~ certainly within the next four weeks ~ as in late September we will be shipping more than \$3-million worth of new orders (which, will provide very strong collections leverage for the existing, uncollected A.R., but absent of a better collections mechanism may be viewed with credit-worthy skepticism).

We hate to give you such difficult news during the final moments before your year-end close, but with WRS's large vested interest in Plaza, we felt it necessary to keep you abreast of every development. Call either of us at your convenience. We're scrambling to please.

Eric Parkinson

304 North Edinburgh Ave., Los Angeles, CA 90048
TEL (213) 852-1800 • FAX (213) 852-1808

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 Document Date

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 First

To:
 Last
 Last

Sorted By: Document Number

Include: Work, Open

* Voided

Origin	Type	Document Number	Check Number	Due Date	Audit Trail Code	Batch ID	Currency ID	
Doc Date	Description		Discount Amount		Writeoff Amount	Document Amount	Amount Remaining	
Open	SLS	10234		8/29/00	RMSLS00000500	DOVENET		
6/30/00	7835 June		\$0.00		\$0.00	\$789.61	\$789.61	
Open	SLS	11299		9/29/00	RMSLS00000596	DOVENET		
7/31/00	8848 July		\$0.00		\$0.00	\$778.69	\$778.69	
Open	SLS	12593		10/30/00	RMSLS00000704	DOVENET		
8/31/00	10025 August		\$0.00		\$0.00	\$1,209.78	\$1,209.78	
Open	SLS	13520		11/28/00	RMSLS00000816	DOVENET		
9/29/00	11007 September		\$0.00		\$0.00	\$1,114.07	\$1,114.07	
Open	SLS	14369		12/30/00	RMSLS00000934	DOVENET		
10/31/00	11813 October		\$0.00		\$0.00	\$927.66	\$927.66	
Open	SLS	15188		1/29/01	RMSLS00001006	DOVENET		
11/30/00	12604 Nov		\$0.00		\$0.00	\$787.54	\$787.54	
Open	SLS	15983		2/28/01	RMSLS00001071	DOVENET		
12/30/00	13478 Dec		\$0.00		\$0.00	\$874.98	\$874.98	
Open	SLS	17345		4/1/01	RMSLS00001238	DOVENET		
1/31/01	14531 Jan		\$0.00		\$0.00	\$823.81	\$823.81	
Open	SLS	175711		5/15/98	RMSLS00000101	MCBA		
5/15/98	PO# SEE BELOW OUR		\$0.00		\$19.95	\$66,031.68	\$583.73	
Open	SLS	175757		5/15/98	RMSLS00000101	MCBA		
5/15/98	PO# N CORNMAN OUR		\$0.00		\$0.00	\$656.68	\$656.68	
Open	SLS	175869		5/15/98	RMSLS00000101	MCBA		
5/15/98	PO# N CORNMAN OUR		\$0.00		\$0.00	\$27.75	\$27.75	
Open	SLS	175870		5/15/98	RMSLS00000101	MCBA		
5/15/98	PO# N CORNMAN OUR		\$0.00		\$0.00	\$27.75	\$27.75	
Open	SLS	175871		5/15/98	RMSLS00000101	MCBA		
5/15/98	PO# OUR		\$0.00		\$0.00	\$44.00	\$44.00	
Open	SLS	175872		5/15/98	RMSLS00000101	MCBA		
5/15/98	PO# N CORNMAN OUR		\$0.00		\$0.00	\$22.00	\$22.00	
Open	SLS	175873		5/15/98	RMSLS00000101	MCBA		
5/15/98	PO# SEE BELOW OUR		\$0.00		\$0.00	\$3,466.76	\$3,466.76	
Open	SLS	175874		5/15/98	RMSLS00000101	MCBA		
5/15/98	PO# SEE BELOW OUR		\$0.00		\$0.00	\$3,477.70	\$3,477.70	
Open	SLS	175875		5/15/98	RMSLS00000101	MCBA		
5/15/98	PO# SEE BELOW OUR		\$0.00		\$0.00	\$11,469.37	\$11,469.37	
Open	SLS	175876		5/15/98	RMSLS00000101	MCBA		
5/15/98	PO# SEE BELOW OUR		\$0.00		\$0.00	\$316.48	\$316.48	
Open	SLS	175877		5/15/98	RMSLS00000101	MCBA		
5/15/98	PO# SEE BELOW OUR		\$0.00		\$0.00	\$587.02	\$587.02	
Open	SLS	175878		5/15/98	RMSLS00000101	MCBA		
5/15/98	PO# SEE BELOW OUR		\$0.00		\$0.00	\$1,251.36	\$1,251.36	
Open	SLS	175879		5/15/98	RMSLS00000101	MCBA		
5/15/98	PO# SEE BELOW OUR		\$0.00		\$0.00	\$2,069.80	\$2,069.80	

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Origin	Type	Document Number	Check Number	Due Date	Audit Trail Code	Batch ID	Currency ID	
Doc Date		Description		Discount Amount	Writeoff Amount	Document Amount	Amount Remaining	
Open 5/15/98	SLS	175882 PO# SEE BELOW	OUR	5/15/98 \$0.00	RMSLS00000101 \$0.00	MCBA \$4,392.00	\$4,392.00	
Open 5/15/98	SLS	175883 PO# SEE BELOW	OUR	5/15/98 \$0.00	RMSLS00000101 \$0.00	MCBA \$15,367.42	\$15,367.42	
Open 5/15/98	SLS	175884 PO# SEE BELOW	OUR	5/15/98 \$0.00	RMSLS00000101 \$0.00	MCBA \$426.80	\$426.80	
Open 5/18/98	SLS	176030 PO# SEE BELOW	OUR	5/18/98 \$0.00	RMSLS00000101 \$0.00	MCBA \$3,437.33	\$3,437.33	
Open 5/18/98	SLS	176031 PO# SEE BELOW	OUR	5/18/98 \$0.00	RMSLS00000101 \$0.00	MCBA \$3,543.60	\$3,543.60	
Open 5/18/98	SLS	176032 PO# SEE EBLow	OUR	5/18/98 \$0.00	RMSLS00000101 \$0.00	MCBA \$2,684.29	\$2,684.29	
Open 5/27/98	SLS	176645 PO# N KORNMAN	OUR	5/27/98 \$0.00	RMSLS00000101 \$0.00	MCBA \$27.25	\$27.25	
Open 5/27/98	SLS	176668 PO# SEE BELOW	OUR	5/27/98 \$0.00	RMSLS00000101 \$0.00	MCBA \$46,097.91	\$46,097.91	
Open 5/29/98	SLS	176813 PO# SEE BELOW	OUR	5/29/98 \$0.00	RMSLS00000101 \$0.00	MCBA \$32,128.56	\$32,128.56	
Open 5/29/98	SLS	177023 PO# SEE BELOW	OUR	5/29/98 \$0.00	RMSLS00000101 \$0.00	MCBA \$15,150.77	\$15,150.77	
Open 5/29/98	SLS	177025 PO# SEE BELOW	OUR	5/29/98 \$0.00	RMSLS00000101 \$0.00	MCBA \$7,584.77	\$7,584.77	
Open 5/29/98	SLS	177026 PO# SEE BELOW	OUR	5/29/98 \$0.00	RMSLS00000101 \$0.00	MCBA \$5,673.77	\$5,673.77	
Open 5/29/98	SLS	177027 PO# SEE BELOW	OUR	5/29/98 \$0.00	RMSLS00000101 \$0.00	MCBA \$18,924.77	\$18,924.77	
Open 5/29/98	SLS	177037 PO# 51498-1	OUR	5/29/98 \$0.00	RMSLS00000101 \$0.00	MCBA \$5,757.26	\$5,757.26	
Open 5/29/98	SLS	177041 PO# SEE BELOW	OUR	5/29/98 \$0.00	RMSLS00000101 \$0.00	MCBA \$129,207.05	\$129,207.05	
Open 5/29/98	SLS	177042 PO# SEE BELOW	OUR	5/29/98 \$0.00	RMSLS00000101 \$0.00	MCBA \$4,086.84	\$4,086.84	
Open 5/29/98	SLS	177168 PO# SEE BELOW	OUR	5/29/98 \$0.00	RMSLS00000101 \$0.00	MCBA \$5,825.13	\$5,825.13	
Open 5/29/98	SLS	177186 PO# 51498-1	OUR	5/29/98 \$0.00	RMSLS00000101 \$0.00	MCBA \$130.21	\$130.21	
Open 6/10/98	SLS	177373 PO# P QUINN	OUR	6/10/98 \$0.00	RMSLS00000101 \$0.00	MCBA \$174.50	\$174.50	
Open 6/16/98	SLS	177708 PO# 51498-1	OUR	6/16/98 \$0.00	RMSLS00000101 \$0.00	MCBA \$634.65	\$634.65	
Open 6/16/98	SLS	177710 PO# SEE BELOW	OUR	6/16/98 \$0.00	RMSLS00000101 \$0.00	MCBA \$6,019.52	\$6,019.52	
Open 6/24/98	SLS	178096 PO# N CORNMAN	OUR	6/24/98 \$0.00	RMSLS00000101 \$0.00	MCBA \$2,747.50	\$2,747.50	
Open 6/26/98	SLS	178742 PO# SEE BELOW	OUR	6/26/98 \$0.00	RMSLS00000101 \$0.00	MCBA \$1,653.12	\$1,653.12	

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Doc Date	Description			Discount Amount	Writeoff Amount	Document Amount	Amount Remaining	
Open 6/26/98	SLS	179030 PO# SEE BELOW	OUR	6/26/98 \$0.00	RMSLS00000101 \$0.00	MCBA \$1,350.00	\$1,350.00	
Open 7/24/98	SLS	180945 PO# 71498-1	OUR	7/24/98 \$0.00	RMSLS00000101 \$0.00	MCBA \$13,352.56	\$13,352.56	
Open 8/12/98	SLS	181146 PO# N.CORNMAN	OUR	8/12/98 \$0.00	RMSLS00000101 \$0.00	MCBA \$443.75	\$443.75	
Open 8/14/98	SLS	181388 PO# SEE BELOW	OUR	8/14/98 \$0.00	RMSLS00000101 \$0.00	MCBA \$776.80	\$776.80	
Open 2/28/01	SLS	18178 15271 Feb		3/31/01 \$0.00	RMSLS00001312 \$0.00	DOVENET \$885.59	\$885.59	
Open 8/31/98	SLS	183063 PO# NOAH	OUR	8/31/98 \$0.00	RMSLS00000101 \$0.00	MCBA \$2,736.76	\$2,736.76	
Open 8/31/98	SLS	183064 PO# PL71498-1	OUR	8/31/98 \$0.00	RMSLS00000101 \$0.00	MCBA \$78,007.69	\$78,007.69	
Open 8/31/98	SLS	183065 PO# PL71498-1	OUR	8/31/98 \$0.00	RMSLS00000101 \$0.00	MCBA \$6,758.68	\$6,758.68	
Open 8/31/98	SLS	183066 PO# NOAH	OUR	8/31/98 \$0.00	RMSLS00000101 \$0.00	MCBA \$1,061.65	\$1,061.65	
Open 8/31/98	SLS	183189 PO# PL80598-1	OUR	8/31/98 \$0.00	RMSLS00000101 \$0.00	MCBA \$16,101.58	\$16,101.58	
Open 9/30/98	SLS	184458 PO#	OUR	9/30/98 \$0.00	RMSLS00000101 \$0.00	MCBA \$19.94	\$19.94	
Open 9/30/98	SLS	184701 PO# N CORNMAN	OUR	9/30/98 \$0.00	RMSLS00000101 \$0.00	MCBA \$77.80	\$77.80	
Open 9/30/98	SLS	184720 PO# NOAH CORNM	OUR	9/30/98 \$0.00	RMSLS00000101 \$0.00	MCBA \$101.31	\$101.31	
Open 9/30/98	SLS	184724 PO# PL92198-1	OUR	9/30/98 \$0.00	RMSLS00000101 \$0.00	MCBA \$10,433.16	\$10,433.16	
Open 9/30/98	SLS	185231 PO# PARKINSON	OUR	9/30/98 \$0.00	RMSLS00000101 \$0.00	MCBA \$6,492.53	\$6,492.53	
Open 9/30/98	SLS	185232 PO# PARKINSON	OUR	9/30/98 \$0.00	RMSLS00000101 \$0.00	MCBA \$14,854.19	\$14,854.19	
Open 10/14/98	SLS	185421 PO# NOAH CORNM	OUR	10/14/98 \$0.00	RMSLS00000101 \$0.00	MCBA \$13,870.49	\$13,870.49	
Open 10/14/98	SLS	185437 PO# N.CORNMAN	OUR	10/14/98 \$0.00	RMSLS00000101 \$0.00	MCBA \$217.25	\$217.25	
Open 10/27/98	SLS	186401 PO# NC10798-1	OUR	10/27/98 \$0.00	RMSLS00000101 \$0.00	MCBA \$2,199.92	\$2,199.92	
Open 10/27/98	SLS	186451 PO# NC101998-1	OUR	10/27/98 \$0.00	RMSLS00000101 \$0.00	MCBA \$3,978.00	\$3,978.00	
Open 10/29/98	SLS	186776 PO# NOAH	OUR	10/29/98 \$0.00	RMSLS00000101 \$0.00	MCBA \$7.08	\$7.08	
Open 10/29/98	SLS	186777 PO# NOAH	OUR	10/29/98 \$0.00	RMSLS00000101 \$0.00	MCBA \$44.25	\$44.25	
Open 11/30/98	SLS	189001 PO# NOAH	OUR	11/30/98 \$0.00	RMSLS00000101 \$0.00	MCBA \$152.25	\$152.25	

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Doc Date		Description		Discount Amount	Writeoff Amount	Document Amount	Amount Remaining	
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Open 11/30/98	SLS	189136 PO# NC107982	OUR	11/30/98 \$0.00	RMSLS00000101 \$0.00	MCBA \$1,650.00	\$1,650.00	
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Open 11/30/98	SLS	189138 PO# 10998-1	OUR	11/30/98 \$0.00	RMSLS00000101 \$0.00	MCBA \$108,193.57	\$108,193.57	
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Open 11/30/98	SLS	189140 PO# N. CORNMAN	OUR	11/30/98 \$0.00	RMSLS00000101 \$0.00	MCBA \$500.00	\$500.00	
Open 11/30/98	SLS	189141 PO# NC102698-1	OUR	11/30/98 \$0.00	RMSLS00000101 \$0.00	MCBA \$1,752.50	\$1,752.50	
Open 11/30/98	SLS	189144 PO# NC-11298-2	OUR	11/30/98 \$0.00	RMSLS00000101 \$0.00	MCBA \$5,324.40	\$5,324.40	
Open 11/30/98	SLS	189145 PO# NC-11298-1	OUR	11/30/98 \$0.00	RMSLS00000101 \$0.00	MCBA \$2,600.07	\$2,600.07	
Open 11/30/98	SLS	189147 PO# NC11398-1	OUR	11/30/98 \$0.00	RMSLS00000101 \$0.00	MCBA \$4,932.56	\$4,932.56	
Open 11/30/98	SLS	189148 PO# NOAH	OUR	11/30/98 \$0.00	RMSLS00000101 \$0.00	MCBA \$1,055.00	\$1,055.00	
Open 11/30/98	SLS	189152 PO# NOAH	OUR	11/30/98 \$0.00	RMSLS00000101 \$0.00	MCBA \$816.48	\$816.48	
Open 3/31/01	SLS	18918 15988 March		5/31/01 \$0.00	RMSLS00001406 \$0.00	DOVENET \$772.37	\$772.37	
Open 12/29/98	SLS	190224 PO# NOAH	OUR	12/29/98 \$0.00	RMSLS00000101 \$0.00	MCBA \$440.00	\$440.00	
Open 12/29/98	SLS	190233 PO# N. CORNMAN	OUR	12/29/98 \$0.00	RMSLS00000101 \$0.00	MCBA \$220.00	\$220.00	
Open 12/31/98	SLS	190796 PO# N CORNMAN	OUR	12/31/98 \$0.00	RMSLS00000101 \$0.00	MCBA \$2,306.53	\$2,306.53	
Open 1/27/99	SLS	191951 PO# NC107982	OUR	1/27/99 \$0.00	RMSLS00000101 \$0.00	MCBA \$21,433.36	\$21,433.36	
Open 1/27/99	SLS	191954 PO# NOAH	OUR	1/27/99 \$0.00	RMSLS00000101 \$0.00	MCBA \$72.00	\$72.00	
Open 1/27/99	SLS	191957 PO# N. CORNMAN	OUR	1/27/99 \$0.00	RMSLS00000101 \$0.00	MCBA \$825.00	\$825.00	
Open 1/27/99	SLS	191958 PO# N. CORNMAN	OUR	1/27/99 \$0.00	RMSLS00000101 \$0.00	MCBA \$850.75	\$850.75	
Open 1/27/99	SLS	191965 PO# NC011299-2	OUR	1/27/99 \$0.00	RMSLS00000101 \$0.00	MCBA \$2,362.64	\$2,362.64	
Open 1/29/99	SLS	192084 PO# NC120298-1	OUR	1/29/99 \$0.00	RMSLS00000101 \$0.00	MCBA \$4,676.58	\$4,676.58	
Open 1/29/99	SLS	192085 PO# NC-1210981	OUR	1/29/99 \$0.00	RMSLS00000101 \$0.00	MCBA \$11,069.58	\$11,069.58	

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Open 1/29/99	SLS	192120 PO# N.CORNMAN	OUR	1/29/99 \$0.00	RMSLS00000101 \$0.00	MCBA \$30.06	\$30.06	
Open 1/29/99	SLS	192143 PO#	OUR	1/29/99 \$0.00	RMSLS00000101 \$0.00	MCBA \$1,000.00	\$1,000.00	
Open 1/29/99	SLS	192218 PO# N CORNMAN	OUR	1/29/99 \$0.00	RMSLS00000101 \$0.00	MCBA \$1,418.00	\$1,418.00	
Open 1/29/99	SLS	192526 PO#	OUR	1/29/99 \$0.00	RMSLS00000101 \$0.00	MCBA \$1,055.00	\$1,055.00	
Open 2/11/99	SLS	192791 PO#	OUR	2/11/99 \$0.00	RMSLS00000101 \$0.00	MCBA \$2,271.86	\$2,271.86	
Open 2/26/99	SLS	194150 PO# NC-11298-2	OUR	2/26/99 \$0.00	RMSLS00000101 \$0.00	MCBA \$1,649.06	\$1,649.06	
Open 2/26/99	SLS	194257 PO#	OUR	2/26/99 \$0.00	RMSLS00000101 \$0.00	MCBA \$1,047.50	\$1,047.50	
Open 3/31/99	SLS	196367 PO#	OUR	3/31/99 \$0.00	RMSLS00000101 \$0.00	MCBA \$1,082.91	\$1,082.91	
Open 5/25/99	SLS	199214 PO# S ISAACS	OUR	5/25/99 \$0.00	RMSLS00000101 \$0.00	MCBA \$6.22	\$6.22	
Open 6/15/99	SLS	200282 PO# S ISAACS	OUR	6/15/99 \$0.00	RMSLS00000101 \$0.00	MCBA \$26.25	\$26.25	
Open 6/15/99	SLS	200308 PO#	OUR	6/15/99 \$0.00	RMSLS00000101 \$0.00	MCBA \$2,560.67	\$2,560.67	
Open 6/30/99	SLS	201536 PO#	OUR	6/30/99 \$0.00	RMSLS00000101 \$0.00	MCBA \$13.50	\$13.50	
Open 7/26/99	SLS	202532 PO#	OUR	7/26/99 \$0.00	RMSLS00000101 \$0.00	MCBA \$15.00	\$15.00	
Open 7/30/99	SLS	202992 PO# E.PARKINSON	OUR	7/30/99 \$0.00	RMSLS00000101 \$0.00	MCBA \$301.42	\$301.42	
Open 8/25/99	SLS	203835 PO# N CORNMAN	OUR	8/25/99 \$0.00	RMSLS00000101 \$0.00	MCBA \$1,752.50	\$1,752.50	
Open 8/25/99	SLS	203837 PO# N.CORNMAN	OUR	8/25/99 \$0.00	RMSLS00000101 \$0.00	MCBA \$10,241.00	\$10,241.00	
Open 8/25/99	SLS	203838 PO# P140799-1	OUR	8/25/99 \$0.00	RMSLS00000101 \$0.00	MCBA \$2,344.64	\$2,344.64	
Open 8/25/99	SLS	203839 PO# PL 41299-1	OUR	8/25/99 \$0.00	RMSLS00000101 \$0.00	MCBA \$5,200.00	\$5,200.00	
Open 8/25/99	SLS	203840 PO# PLAZA50399	OUR	8/25/99 \$0.00	RMSLS00000101 \$0.00	MCBA \$3,091.86	\$3,091.86	
Open 8/25/99	SLS	203841 PO# PL50399-1	OUR	8/25/99 \$0.00	RMSLS00000101 \$0.00	MCBA \$29,562.72	\$29,562.72	
Open 8/25/99	SLS	203842 PO# PARKINSON	OUR	8/25/99 \$0.00	RMSLS00000101 \$0.00	MCBA \$1,545.00	\$1,545.00	
Open 8/25/99	SLS	203843 PO# P061599-1	OUR	8/25/99 \$0.00	RMSLS00000101 \$0.00	MCBA \$8,295.00	\$8,295.00	
Open 8/25/99	SLS	203844 PO# C.BERNERTH	OUR	8/25/99 \$0.00	RMSLS00000101 \$0.00	MCBA \$611.63	\$611.63	

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Open 8/25/99	SLS	203846 PO# 70799-1	OUR	8/25/99 \$0.00	RMSLS00000101 \$0.00	MCBA	\$2,379.78	\$2,379.78
Open 8/25/99	SLS	203851 PO# S.ISAACS	OUR	8/25/99 \$0.00	RMSLS00000101 \$0.00	MCBA	\$799.20	\$799.20
Open 8/25/99	SLS	203855 PO# S.ISAACS	OUR	8/25/99 \$0.00	RMSLS00000101 \$0.00	MCBA	\$250.00	\$250.00
Open 8/25/99	SLS	203859 PO#	OUR	8/25/99 \$0.00	RMSLS00000101 \$0.00	MCBA	\$109.61	\$109.61
Open 8/30/99	SLS	204233 PO# NC-11298-2	OUR	8/30/99 \$0.00	RMSLS00000101 \$0.00	MCBA	\$8,356.90	\$8,356.90
Open 8/30/99	SLS	204235 PO# NC107982	OUR	8/30/99 \$0.00	RMSLS00000101 \$0.00	MCBA	\$3,934.32	\$3,934.32
Open 8/30/99	SLS	204236 PO# SEE BELOW	OUR	8/30/99 \$0.00	RMSLS00000101 \$0.00	MCBA	\$5,688.08	\$5,688.08
Open 8/31/99	SLS	204406 PO#	OUR	8/31/99 \$0.00	RMSLS00000101 \$0.00	MCBA	\$5,842.12	\$5,842.12
Open 8/31/99	SLS	204409 PO#	OUR	8/31/99 \$0.00	RMSLS00000101 \$0.00	MCBA	\$18,432.82	\$18,432.82
Open 8/31/99	SLS	204574 PO# NC107982	OUR	8/31/99 \$0.00	RMSLS00000101 \$0.00	MCBA	\$23,403.12	\$23,403.12
Open 8/31/99	SLS	204683 PO# PL40799-2	OUR	8/31/99 \$0.00	RMSLS00000101 \$0.00	MCBA	\$105,608.25	\$105,608.25
Open 8/31/99	SLS	204684 PO# 70799-1	OUR	8/31/99 \$0.00	RMSLS00000101 \$0.00	MCBA	\$22,766.00	\$22,766.00
Open 8/31/99	SLS	204690 PO# ERIC	OUR	8/31/99 \$0.00	RMSLS00000101 \$0.00	MCBA	\$1,224.17	\$1,224.17
Open 8/31/99	SLS	204696 PO#	OUR	8/31/99 \$0.00	RMSLS00000101 \$0.00	MCBA	\$6,008.67	\$6,008.67
Open 6/6/01	SLS	20583-00 17412 Msy		7/6/01 \$0.00	RMSLS000001599 \$0.00	DOVENET	\$827.39	\$827.39
Open 9/30/99	SLS	206202 PO#	OUR	9/30/99 \$0.00	RMSLS00000101 \$0.00	MCBA	\$1,555.67	\$1,555.67
Open 10/31/99	SLS	207664 PO#	OUR	10/31/99 \$0.00	RMSLS00000101 \$0.00	MCBA	\$2,025.87	\$2,025.87
Open 11/29/99	SLS	208387 PO#	OUR	11/29/99 \$0.00	RMSLS00000101 \$0.00	MCBA	\$31.00	\$31.00
Work 7/12/01	SLS	21384-00 18187 June		8/11/01 \$0.00		DOVENET	\$796.95	\$796.95
Open 12/16/99	SLS	2915 1565 Fulfillment Ser		12/16/99 \$0.00	RMSLS000000011 \$0.00	DOVENET	\$1,038.50	\$1,038.50
Open 12/31/99	SLS	4055 2247 Fulfillment		12/31/99 \$0.00	RMSLS000000023 \$0.00	DOVENET	\$1,520.44	\$1,520.44
Open 1/31/00	SLS	5241 3065 fulfillment		1/31/00 \$0.00	RMSLS000000047 \$0.00	DOVENET	\$916.50	\$916.50
Open 2/29/00	SLS	6679 3947 Fulfillment		2/29/00 \$0.00	RMSLS000000094 \$0.00	DOVENET	\$1,465.91	\$1,465.91

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Open 4/27/00	SLS	8498 5807 Fulfillment		6/26/00 \$0.00	RMSLS00000198 \$0.00	DOVENET \$1,246.86	\$1,246.86	
Open 4/28/00	SLS	8641 6037 FULFILLMENT		6/27/00 \$0.00	RMSLS00000259 \$0.00	DOVENET \$880.14	\$880.14	
Open 5/31/00	SLS	9539 7061 May		7/30/00 \$0.00	RMSLS00000407 \$0.00	DOVENET \$888.65	\$888.65	
Open 5/31/99	FIN	10068 FINANCE CHARGE		5/31/99 \$0.00	RMSLS00000103 \$0.00	MCBA \$12,132.88	\$12,132.88	
Open 6/30/99	FIN	10147 FINANCE CHARGE		6/30/99 \$0.00	RMSLS00000103 \$0.00	MCBA \$12,132.97	\$12,132.97	
Open 7/31/99	FIN	10245 FINANCE CHARGE		7/31/99 \$0.00	RMSLS00000103 \$0.00	MCBA \$12,140.08	\$12,140.08	
Open 8/31/99	FIN	10335 FINANCE CHARGE		8/31/99 \$0.00	RMSLS00000103 \$0.00	MCBA \$12,076.97	\$12,076.97	
Open 9/30/99	FIN	10420 FINANCE CHARGE		9/30/99 \$0.00	RMSLS00000103 \$0.00	MCBA \$13,334.06	\$13,334.06	
Open 10/31/99	FIN	10514 FINANCE CHARGE		10/31/99 \$0.00	RMSLS00000103 \$0.00	MCBA \$16,105.12	\$16,105.12	
Open 11/30/99	FIN	10611 FINANCE CHARGE		11/30/99 \$0.00	RMSLS00000103 \$0.00	MCBA \$16,099.12	\$16,099.12	
Open 8/31/97	FIN	7462 FINANCE CHARGE		8/31/97 \$0.00	RMSLS00000103 \$0.00	MCBA \$1,259.86	\$1,179.86	
Open 9/30/97	FIN	7608 FINANCE CHARGE		9/30/97 \$0.00	RMSLS00000103 \$0.00	MCBA \$1,260.80	\$1,260.80	
Open 10/31/97	FIN	7743 FINANCE CHARGE		10/31/97 \$0.00	RMSLS00000103 \$0.00	MCBA \$1,700.34	\$1,700.34	
Open 11/30/97	FIN	7880 FINANCE CHARGE		11/30/97 \$0.00	RMSLS00000103 \$0.00	MCBA \$1,750.27	\$1,750.27	
Open 12/31/97	FIN	8010 FINANCE CHARGE		12/31/97 \$0.00	RMSLS00000103 \$0.00	MCBA \$1,920.51	\$1,920.51	
Open 1/31/98	FIN	8142 FINANCE CHARGE		1/31/98 \$0.00	RMSLS00000103 \$0.00	MCBA \$1,920.51	\$1,920.51	
Open 2/28/98	FIN	8284 FINANCE CHARGE		2/28/98 \$0.00	RMSLS00000103 \$0.00	MCBA \$1,920.51	\$1,920.51	
Open 3/31/98	FIN	8415 FINANCE CHARGE		3/31/98 \$0.00	RMSLS00000103 \$0.00	MCBA \$1,927.70	\$1,927.70	
Open 4/30/98	FIN	8544 FINANCE CHARGE		4/30/98 \$0.00	RMSLS00000103 \$0.00	MCBA \$1,927.70	\$1,927.70	
Open 5/31/98	FIN	8679 FINANCE CHARGE		5/31/98 \$0.00	RMSLS00000103 \$0.00	MCBA \$1,715.56	\$1,715.56	
Open 6/30/98	FIN	8811 FINANCE CHARGE		6/30/98 \$0.00	RMSLS00000103 \$0.00	MCBA \$8,903.42	\$8,903.42	
Open 7/31/98	FIN	8942 FINANCE CHARGE		7/31/98 \$0.00	RMSLS00000103 \$0.00	MCBA \$9,092.11	\$9,092.11	
Open 8/31/98	FIN	9067 FINANCE CHARGE		8/31/98 \$0.00	RMSLS00000103 \$0.00	MCBA \$8,692.39	\$8,692.39	

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Open 9/30/98	FIN	9187 FINANCE CHARGE		9/30/98 \$0.00	RMSLS00000103 \$0.00	MCBA \$9,160.70	\$9,160.70	
Open 10/31/98	FIN	9312 FINANCE CHARGE		10/31/98 \$0.00	RMSLS00000103 \$0.00	MCBA \$11,063.79	\$11,063.79	
Open 11/30/98	FIN	9436 FINANCE CHARGE		11/30/98 \$0.00	RMSLS00000103 \$0.00	MCBA \$11,368.54	\$11,368.54	
Open 12/31/98	FIN	9567 FINANCE CHARGE		12/31/98 \$0.00	RMSLS00000103 \$0.00	MCBA \$11,325.72	\$11,325.72	
Open 1/31/99	FIN	9687 FINANCE CHARGE		1/31/99 \$0.00	RMSLS00000103 \$0.00	MCBA \$11,370.22	\$11,370.22	
Open 2/28/99	FIN	9788 FINANCE CHARGE		2/28/99 \$0.00	RMSLS00000103 \$0.00	MCBA \$11,753.37	\$11,753.37	
Open 3/31/99	FIN	9882 FINANCE CHARGE		3/31/99 \$0.00	RMSLS00000103 \$0.00	MCBA \$12,116.64	\$12,116.64	
Open 4/30/99	FIN	9971 FINANCE CHARGE		4/30/99 \$0.00	RMSLS00000103 \$0.00	MCBA \$12,116.64	\$12,116.64	
Open 5/11/01	FIN	FCHRG000000000256 May 2001 Finance Charge		5/11/01 \$0.00	RMSLS00001537 \$0.00	RM FIN CHG10000 \$18,472.73	\$18,472.73	
Open 6/7/01	FIN	FCHRG000000000884 June 2001 Finance Charge		6/7/01 \$0.00	RMSLS00001604 \$0.00	RM FIN CHG10000 \$18,449.85	\$18,449.85	
Open 7/12/01	FIN	FCHRG000000001320 July 2001 Finance Charge		7/12/01 \$0.00	RMSLS00001688 \$0.00	RM FIN CHG10000 \$18,706.53	\$18,706.53	
Open 9/14/98	PMT	MCBA361 NSF CHECK 5112 INVO	NSF CHECK 5112 INVO	\$0.00	RMCSH00000066 \$0.00	MCBA PAYMENTS \$40,000.00	\$40,000.00	
Open 9/30/00	PMT	PYMNT000000006893	0001496	\$0.00	RMCSH00000499 \$0.00	DT2 09/30/00 -\$435.90	-\$435.90	
Total Documents: 172						Totals:	\$1,390,974.65	\$1,325,446.70

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Doc Date	Description	Discount Amount	Writeoff Amount	Document Amount	Amount Remaining		
Open SLS 05/18/1998	176031 PO# SEE BELOW OUR	05/18/1998 \$0.00	RMSLS00000101 \$0.00	MCBA \$3,543.60	\$3,543.60		
Open SLS 05/18/1998	176032 PO# SEE EBLow OUR	05/18/1998 \$0.00	RMSLS00000101 \$0.00	MCBA \$2,684.29	\$2,684.29		
Open SLS 05/27/1998	176645 PO# N KORNMAN OUR	05/27/1998 \$0.00	RMSLS00000101 \$0.00	MCBA \$27.25	\$27.25		
Open SLS 05/27/1998	176668 PO# SEE BELOW OUR	05/27/1998 \$0.00	RMSLS00000101 \$0.00	MCBA \$46,097.91	\$46,097.91		
Open SLS 05/29/1998	176813 PO# SEE BELOW OUR	05/29/1998 \$0.00	RMSLS00000101 \$0.00	MCBA \$32,128.56	\$32,128.56		
Open SLS 05/29/1998	177023 PO# SEE BELOW OUR	05/29/1998 \$0.00	RMSLS00000101 \$0.00	MCBA \$15,150.77	\$15,150.77		
Open SLS 05/29/1998	177025 PO# SEE BELOW OUR	05/29/1998 \$0.00	RMSLS00000101 \$0.00	MCBA \$7,584.77	\$7,584.77		
Open SLS 05/29/1998	177026 PO# SEE BELOW OUR	05/29/1998 \$0.00	RMSLS00000101 \$0.00	MCBA \$5,673.77	\$5,673.77		
Open SLS 05/29/1998	177027 PO# SEE BELOW OUR	05/29/1998 \$0.00	RMSLS00000101 \$0.00	MCBA \$18,924.77	\$18,924.77		
Open SLS 05/29/1998	177037 PO# 51498-1 OUR	05/29/1998 \$0.00	RMSLS00000101 \$0.00	MCBA \$5,757.26	\$5,757.26		
Open SLS 05/29/1998	177041 PO# SEE BELOW OUR	05/29/1998 \$0.00	RMSLS00000101 \$0.00	MCBA \$129,207.05	\$129,207.05		
Open SLS 05/29/1998	177042 PO# SEE BELOW OUR	05/29/1998 \$0.00	RMSLS00000101 \$0.00	MCBA \$4,086.84	\$4,086.84		
Open SLS 05/29/1998	177168 PO# SEE BELOW OUR	05/29/1998 \$0.00	RMSLS00000101 \$0.00	MCBA \$5,825.13	\$5,825.13		
Open SLS 05/29/1998	177186 PO# 51498-1 OUR	05/29/1998 \$0.00	RMSLS00000101 \$0.00	MCBA \$130.21	\$130.21		
Open SLS 06/10/1998	177373 PO# P QUINN OUR	06/10/1998 \$0.00	RMSLS00000101 \$0.00	MCBA \$174.50	\$174.50		
Open SLS 06/16/1998	177708 PO# 51498-1 OUR	06/16/1998 \$0.00	RMSLS00000101 \$0.00	MCBA \$634.65	\$634.65		
Open SLS 06/16/1998	177710 PO# SEE BELOW OUR	06/16/1998 \$0.00	RMSLS00000101 \$0.00	MCBA \$6,019.52	\$6,019.52		
Open SLS 06/24/1998	178096 PO# N CORNMAN OUR	06/24/1998 \$0.00	RMSLS00000101 \$0.00	MCBA \$2,747.50	\$2,747.50		
Open SLS 06/26/1998	178742 PO# SEE BELOW OUR	06/26/1998 \$0.00	RMSLS00000101 \$0.00	MCBA \$1,653.12	\$1,653.12		
Open SLS 06/26/1998	179030 PO# SEE BELOW OUR	06/26/1998 \$0.00	RMSLS00000101 \$0.00	MCBA \$1,350.00	\$1,350.00		
Open SLS 07/24/1998	180945 PO# 71498-1 OUR	07/24/1998 \$0.00	RMSLS00000101 \$0.00	MCBA \$13,352.56	\$13,352.56		
Open SLS 08/12/1998	181146 PO# N CORNMAN OUR	08/12/1998 \$0.00	RMSLS00000101 \$0.00	MCBA \$443.75	\$443.75		
Open SLS 08/14/1998	181388 PO# SEE BELOW OUR	08/14/1998 \$0.00	RMSLS00000101 \$0.00	MCBA \$776.80	\$776.80		
Open SLS 02/28/2001	18178 15271 Feb	03/31/2001 \$0.00	RMSLS00001312 \$0.00	DOVENET \$885.59	\$885.59		
Open SLS 08/31/1998	183063 PO# NOAH OUR	08/31/1998 \$0.00	RMSLS00000101 \$0.00	MCBA \$2,736.76	\$2,736.76		
Open SLS 08/31/1998	183064 PO# PL71498-1 OUR	08/31/1998 \$0.00	RMSLS00000101 \$0.00	MCBA \$78,007.69	\$78,007.69		
Open SLS 08/31/1998	183065 PO# PL71498-1 OUR	08/31/1998 \$0.00	RMSLS00000101 \$0.00	MCBA \$6,758.68	\$6,758.68		

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Doc Date	Description			Discount Amount	Writeoff Amount	Document Amount	Amount Remaining	
Open	SLS	183066		08/31/1998	RMSLS00000101	MCBA		
08/31/1998	PO# NOAH		OUR	\$0.00	\$0.00	\$1,061.65	\$1,061.65	
Open	SLS	183189		08/31/1998	RMSLS00000101	MCBA		
08/31/1998	PO# PLB0598-1		OUR	\$0.00	\$0.00	\$16,101.58	\$16,101.58	
Open	SLS	184458		09/30/1998	RMSLS00000101	MCBA		
09/30/1998	PO#		OUR	\$0.00	\$0.00	\$19.94	\$19.94	
Open	SLS	184701		09/30/1998	RMSLS00000101	MCBA		
09/30/1998	PO# N CORNMAN		OUR	\$0.00	\$0.00	\$77.80	\$77.80	
Open	SLS	184720		09/30/1998	RMSLS00000101	MCBA		
09/30/1998	PO# NOAH CORNM		OUR	\$0.00	\$0.00	\$101.31	\$101.31	
Open	SLS	184724		09/30/1998	RMSLS00000101	MCBA		
09/30/1998	PO# PL92198-1		OUR	\$0.00	\$0.00	\$10,433.16	\$10,433.16	
Open	SLS	185231		09/30/1998	RMSLS00000101	MCBA		
09/30/1998	PO# PARKINSON		OUR	\$0.00	\$0.00	\$6,492.53	\$6,492.53	
Open	SLS	185232		09/30/1998	RMSLS00000101	MCBA		
09/30/1998	PO# PARKINSON		OUR	\$0.00	\$0.00	\$14,854.19	\$14,854.19	
Open	SLS	185421		10/14/1998	RMSLS00000101	MCBA		
10/14/1998	PO# NOAH CORNM		OUR	\$0.00	\$0.00	\$13,870.49	\$13,870.49	
Open	SLS	185437		10/14/1998	RMSLS00000101	MCBA		
10/14/1998	PO# N CORNMAN		OUR	\$0.00	\$0.00	\$217.25	\$217.25	
Open	SLS	186401		10/27/1998	RMSLS00000101	MCBA		
10/27/1998	PO# NC10798-1		OUR	\$0.00	\$0.00	\$2,199.92	\$2,199.92	
Open	SLS	186451		10/27/1998	RMSLS00000101	MCBA		
10/27/1998	PO# NC101998-1		OUR	\$0.00	\$0.00	\$3,978.00	\$3,978.00	
Open	SLS	186776		10/29/1998	RMSLS00000101	MCBA		
10/29/1998	PO# NOAH		OUR	\$0.00	\$0.00	\$7.08	\$7.08	
Open	SLS	186777		10/29/1998	RMSLS00000101	MCBA		
10/29/1998	PO# NOAH		OUR	\$0.00	\$0.00	\$44.25	\$44.25	
Open	SLS	189001		11/30/1998	RMSLS00000101	MCBA		
11/30/1998	PO# NOAH		OUR	\$0.00	\$0.00	\$152.25	\$152.25	
Open	SLS	189135		11/30/1998	RMSLS00000101	MCBA		
11/30/1998	PO# N CORNMAN		OUR	\$0.00	\$0.00	\$7,185.00	\$7,185.00	
Open	SLS	189136		11/30/1998	RMSLS00000101	MCBA		
11/30/1998	PO# NC107982		OUR	\$0.00	\$0.00	\$1,650.00	\$1,650.00	
Open	SLS	189137		11/30/1998	RMSLS00000101	MCBA		
11/30/1998	PO# NC100998-1		OUR	\$0.00	\$0.00	\$7,283.82	\$7,283.82	
Open	SLS	189138		11/30/1998	RMSLS00000101	MCBA		
11/30/1998	PO# 10998-1		OUR	\$0.00	\$0.00	\$108,193.57	\$108,193.57	
Open	SLS	189139		11/30/1998	RMSLS00000101	MCBA		
11/30/1998	PO# N CORNMAN		OUR	\$0.00	\$0.00	\$5,699.27	\$5,699.27	
Open	SLS	189140		11/30/1998	RMSLS00000101	MCBA		
11/30/1998	PO# N CORNMAN		OUR	\$0.00	\$0.00	\$500.00	\$500.00	
Open	SLS	189141		11/30/1998	RMSLS00000101	MCBA		
11/30/1998	PO# NC102698-1		OUR	\$0.00	\$0.00	\$1,752.50	\$1,752.50	
Open	SLS	189144		11/30/1998	RMSLS00000101	MCBA		
11/30/1998	PO# NC-11298-2		OUR	\$0.00	\$0.00	\$5,324.40	\$5,324.40	
Open	SLS	189145		11/30/1998	RMSLS00000101	MCBA		
11/30/1998	PO# NC-11298-1		OUR	\$0.00	\$0.00	\$2,600.07	\$2,600.07	
Open	SLS	189147		11/30/1998	RMSLS00000101	MCBA		
11/30/1998	PO# NC11398-1		OUR	\$0.00	\$0.00	\$4,932.56	\$4,932.56	
Open	SLS	189148		11/30/1998	RMSLS00000101	MCBA		
11/30/1998	PO# NOAH		OUR	\$0.00	\$0.00	\$1,055.00	\$1,055.00	
Open	SLS	189152		11/30/1998	RMSLS00000101	MCBA		
11/30/1998	PO# NOAH		OUR	\$0.00	\$0.00	\$816.48	\$816.48	

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Open	SLS	18918		05/31/2001	RMSLS00001406	DOVENET	
03/31/2001		15988 March		\$0.00	\$0.00	\$772.37	\$772.37
Open	SLS	190224		12/29/1998	RMSLS00000101	MCBA	
12/29/1998		PO# NOAH	OUR	\$0.00	\$0.00	\$440.00	\$440.00
Open	SLS	190233		12/29/1998	RMSLS00000101	MCBA	
12/29/1998		PO# N. CORNMAN	OUR	\$0.00	\$0.00	\$220.00	\$220.00
Open	SLS	190796		12/31/1998	RMSLS00000101	MCBA	
12/31/1998		PO# N. CORNMAN	OUR	\$0.00	\$0.00	\$2,306.53	\$2,306.53
Open	SLS	191951		01/27/1999	RMSLS00000101	MCBA	
01/27/1999		PO# NC107982	OUR	\$0.00	\$0.00	\$21,433.36	\$21,433.36
Open	SLS	191954		01/27/1999	RMSLS00000101	MCBA	
01/27/1999		PO# NOAH	OUR	\$0.00	\$0.00	\$72.00	\$72.00
Open	SLS	191957		01/27/1999	RMSLS00000101	MCBA	
01/27/1999		PO# N. CORNMAN	OUR	\$0.00	\$0.00	\$825.00	\$825.00
Open	SLS	191958		01/27/1999	RMSLS00000101	MCBA	
01/27/1999		PO# N. CORNMAN	OUR	\$0.00	\$0.00	\$850.75	\$850.75
Open	SLS	191965		01/27/1999	RMSLS00000101	MCBA	
01/27/1999		PO# NC011299-2	OUR	\$0.00	\$0.00	\$2,362.64	\$2,362.64
Open	SLS	192084		01/29/1999	RMSLS00000101	MCBA	
01/29/1999		PO# NC120298-1	OUR	\$0.00	\$0.00	\$4,676.58	\$4,676.58
Open	SLS	192085		01/29/1999	RMSLS00000101	MCBA	
01/29/1999		PO# NC-1210981	OUR	\$0.00	\$0.00	\$11,069.58	\$11,069.58
Open	SLS	192120		01/29/1999	RMSLS00000101	MCBA	
01/29/1999		PO# N. CORNMAN	OUR	\$0.00	\$0.00	\$30.06	\$30.06
Open	SLS	192143		01/29/1999	RMSLS00000101	MCBA	
01/29/1999		PO#	OUR	\$0.00	\$0.00	\$1,000.00	\$1,000.00
Open	SLS	192218		01/29/1999	RMSLS00000101	MCBA	
01/29/1999		PO# N. CORNMAN	OUR	\$0.00	\$0.00	\$1,418.00	\$1,418.00
Open	SLS	192526		01/29/1999	RMSLS00000101	MCBA	
01/29/1999		PO#	OUR	\$0.00	\$0.00	\$1,055.00	\$1,055.00
Open	SLS	192791		02/11/1999	RMSLS00000101	MCBA	
02/11/1999		PO#	OUR	\$0.00	\$0.00	\$2,271.86	\$2,271.86
Open	SLS	194150		02/26/1999	RMSLS00000101	MCBA	
02/26/1999		PO# NC-11298-2	OUR	\$0.00	\$0.00	\$1,649.06	\$1,649.06
Open	SLS	194257		02/26/1999	RMSLS00000101	MCBA	
02/26/1999		PO#	OUR	\$0.00	\$0.00	\$1,047.50	\$1,047.50
Open	SLS	196367		03/31/1999	RMSLS00000101	MCBA	
03/31/1999		PO#	OUR	\$0.00	\$0.00	\$1,082.91	\$1,082.91
History	SLS	19823-00		06/09/2001	RMSLS00001532	DOVENET	
05/10/2001		16766 April		\$0.00	\$0.00	\$877.54	\$0.00
Open	SLS	199214		05/25/1999	RMSLS00000101	MCBA	
05/25/1999		PO# S. ISAACS	OUR	\$0.00	\$0.00	\$6.22	\$6.22
Open	SLS	200282		06/15/1999	RMSLS00000101	MCBA	
06/15/1999		PO# S. ISAACS	OUR	\$0.00	\$0.00	\$26.25	\$26.25
Open	SLS	200308		06/15/1999	RMSLS00000101	MCBA	
06/15/1999		PO#	OUR	\$0.00	\$0.00	\$2,560.67	\$2,560.67
Open	SLS	201536		06/30/1999	RMSLS00000101	MCBA	
06/30/1999		PO#	OUR	\$0.00	\$0.00	\$13.50	\$13.50
Open	SLS	202532		07/26/1999	RMSLS00000101	MCBA	
07/26/1999		PO#	OUR	\$0.00	\$0.00	\$15.00	\$15.00
Open	SLS	202992		07/30/1999	RMSLS00000101	MCBA	
07/30/1999		PO# E. PARKINSON	OUR	\$0.00	\$0.00	\$301.42	\$301.42
Open	SLS	203835		08/25/1999	RMSLS00000101	MCBA	
08/25/1999		PO# N. CORNMAN	OUR	\$0.00	\$0.00	\$1,752.50	\$1,752.50

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Open	SLS	203837		08/25/1999	RMSLS00000101	MCBA		
08/25/1999	PO# N. CORNMAN		OUR	\$0.00	\$0.00	\$10,241.00	\$10,241.00	
Open	SLS	203838		08/25/1999	RMSLS00000101	MCBA		
08/25/1999	PO# P140799-1		OUR	\$0.00	\$0.00	\$2,344.64	\$2,344.64	
Open	SLS	203839		08/25/1999	RMSLS00000101	MCBA		
08/25/1999	PO# PL 41299-1		OUR	\$0.00	\$0.00	\$5,200.00	\$5,200.00	
Open	SLS	203840		08/25/1999	RMSLS00000101	MCBA		
08/25/1999	PO# PLAZA50399		OUR	\$0.00	\$0.00	\$3,091.86	\$3,091.86	
Open	SLS	203841		08/25/1999	RMSLS00000101	MCBA		
08/25/1999	PO# PL50399-1		OUR	\$0.00	\$0.00	\$29,562.72	\$29,562.72	
Open	SLS	203842		08/25/1999	RMSLS00000101	MCBA		
08/25/1999	PO# PARKINSON		OUR	\$0.00	\$0.00	\$1,545.00	\$1,545.00	
Open	SLS	203843		08/25/1999	RMSLS00000101	MCBA		
08/25/1999	PO# P061599-1		OUR	\$0.00	\$0.00	\$8,295.00	\$8,295.00	
Open	SLS	203844		08/25/1999	RMSLS00000101	MCBA		
08/25/1999	PO# C. BERNERTH		OUR	\$0.00	\$0.00	\$611.63	\$611.63	
Open	SLS	203846		08/25/1999	RMSLS00000101	MCBA		
08/25/1999	PO# 70799-1		OUR	\$0.00	\$0.00	\$2,379.78	\$2,379.78	
Open	SLS	203851		08/25/1999	RMSLS00000101	MCBA		
08/25/1999	PO# S. ISAACS		OUR	\$0.00	\$0.00	\$799.20	\$799.20	
Open	SLS	203855		08/25/1999	RMSLS00000101	MCBA		
08/25/1999	PO# S. ISAACS		OUR	\$0.00	\$0.00	\$250.00	\$250.00	
Open	SLS	203859		08/25/1999	RMSLS00000101	MCBA		
08/25/1999	PO#		OUR	\$0.00	\$0.00	\$109.61	\$109.61	
Open	SLS	204233		08/30/1999	RMSLS00000101	MCBA		
08/30/1999	PO# NC-11298-2		OUR	\$0.00	\$0.00	\$8,356.90	\$8,356.90	
Open	SLS	204235		08/30/1999	RMSLS00000101	MCBA		
08/30/1999	PO# NC107982		OUR	\$0.00	\$0.00	\$3,934.32	\$3,934.32	
Open	SLS	204236		08/30/1999	RMSLS00000101	MCBA		
08/30/1999	PO# SEE BELOW		OUR	\$0.00	\$0.00	\$5,688.08	\$5,688.08	
Open	SLS	204406		08/31/1999	RMSLS00000101	MCBA		
08/31/1999	PO#		OUR	\$0.00	\$0.00	\$5,842.12	\$5,842.12	
Open	SLS	204409		08/31/1999	RMSLS00000101	MCBA		
08/31/1999	PO#		OUR	\$0.00	\$0.00	\$18,432.82	\$18,432.82	
Open	SLS	204574		08/31/1999	RMSLS00000101	MCBA		
08/31/1999	PO# NC107982		OUR	\$0.00	\$0.00	\$23,403.12	\$23,403.12	
Open	SLS	204683		08/31/1999	RMSLS00000101	MCBA		
08/31/1999	PO# PL40799-2		OUR	\$0.00	\$0.00	\$105,608.25	\$105,608.25	
Open	SLS	204684		08/31/1999	RMSLS00000101	MCBA		
08/31/1999	PO# 70799-1		OUR	\$0.00	\$0.00	\$22,766.00	\$22,766.00	
Open	SLS	204690		08/31/1999	RMSLS00000101	MCBA		
08/31/1999	PO# ERIC		OUR	\$0.00	\$0.00	\$1,224.17	\$1,224.17	
Open	SLS	204696		08/31/1999	RMSLS00000101	MCBA		
08/31/1999	PO#		OUR	\$0.00	\$0.00	\$6,008.67	\$6,008.67	
Open	SLS	20583-00		07/06/2001	RMSLS00001599	DOVENET		
06/06/2001	17412 Msy			\$0.00	\$0.00	\$827.39	\$827.39	
Open	SLS	206202		09/30/1999	RMSLS00000101	MCBA		
09/30/1999	PO#		OUR	\$0.00	\$0.00	\$1,555.67	\$1,555.67	
Open	SLS	207664		10/31/1999	RMSLS00000101	MCBA		
10/31/1999	PO#		OUR	\$0.00	\$0.00	\$2,025.87	\$2,025.87	
Open	SLS	208387		11/29/1999	RMSLS00000101	MCBA		
11/29/1999	PO#		OUR	\$0.00	\$0.00	\$31.00	\$31.00	
Open	SLS	21384-00		08/11/2001	RMSLS00001691	DOVENET		
07/12/2001	18187 June			\$0.00	\$0.00	\$796.95	\$796.95	

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Open	SLS	22023		09/30/2001	RMSLS00001762	DOVENET	
08/10/2001		18756 FULFILLMENT		\$0.00	\$0.00	\$705.00	\$705.00
Open	SLS	2915		12/16/1999	RMSLS00000011	DOVENET	
12/16/1999		1565 Fulfillment Ser		\$0.00	\$0.00	\$1,038.50	\$1,038.50
Open	SLS	4055		12/31/1999	RMSLS00000023	DOVENET	
12/31/1999		2247 Fulfillment		\$0.00	\$0.00	\$1,520.44	\$1,520.44
Open	SLS	5241		01/31/2000	RMSLS00000047	DOVENET	
01/31/2000		3065 Fulfillment		\$0.00	\$0.00	\$916.50	\$916.50
Open	SLS	6679		02/29/2000	RMSLS00000094	DOVENET	
02/29/2000		3947 Fulfillment		\$0.00	\$0.00	\$1,465.91	\$1,465.91
Open	SLS	8498		06/26/2000	RMSLS00000198	DOVENET	
04/27/2000		5807 Fulfillment		\$0.00	\$0.00	\$1,246.86	\$1,246.86
Open	SLS	8641		06/27/2000	RMSLS00000259	DOVENET	
04/28/2000		6037 FULFILLMENT		\$0.00	\$0.00	\$880.14	\$880.14
Open	SLS	9539		07/30/2000	RMSLS00000407	DOVENET	
05/31/2000		7061 May		\$0.00	\$0.00	\$888.65	\$888.65
Open	FIN	10068		05/31/1999	RMSLS00000103	MCBA	
05/31/1999		FINANCE CHARGE		\$0.00	\$0.00	\$12,132.88	\$12,132.88
Open	FIN	10147		06/30/1999	RMSLS00000103	MCBA	
06/30/1999		FINANCE CHARGE		\$0.00	\$0.00	\$12,132.97	\$12,132.97
Open	FIN	10245		07/31/1999	RMSLS00000103	MCBA	
07/31/1999		FINANCE CHARGE		\$0.00	\$0.00	\$12,140.08	\$12,140.08
Open	FIN	10335		08/31/1999	RMSLS00000103	MCBA	
08/31/1999		FINANCE CHARGE		\$0.00	\$0.00	\$12,076.97	\$12,076.97
Open	FIN	10420		09/30/1999	RMSLS00000103	MCBA	
09/30/1999		FINANCE CHARGE		\$0.00	\$0.00	\$13,334.06	\$13,334.06
Open	FIN	10514		10/31/1999	RMSLS00000103	MCBA	
10/31/1999		FINANCE CHARGE		\$0.00	\$0.00	\$16,105.12	\$16,105.12
Open	FIN	10611		11/30/1999	RMSLS00000103	MCBA	
11/30/1999		FINANCE CHARGE		\$0.00	\$0.00	\$16,099.12	\$16,099.12
Open	FIN	7462		08/31/1997	RMSLS00000103	MCBA	
08/31/1997		FINANCE CHARGE		\$0.00	\$0.00	\$1,259.86	\$1,179.86
Open	FIN	7608		09/30/1997	RMSLS00000103	MCBA	
09/30/1997		FINANCE CHARGE		\$0.00	\$0.00	\$1,260.80	\$1,260.80
Open	FIN	7743		10/31/1997	RMSLS00000103	MCBA	
10/31/1997		FINANCE CHARGE		\$0.00	\$0.00	\$1,700.34	\$1,700.34
Open	FIN	7880		11/30/1997	RMSLS00000103	MCBA	
11/30/1997		FINANCE CHARGE		\$0.00	\$0.00	\$1,750.27	\$1,750.27
Open	FIN	8010		12/31/1997	RMSLS00000103	MCBA	
12/31/1997		FINANCE CHARGE		\$0.00	\$0.00	\$1,920.51	\$1,920.51
Open	FIN	8142		01/31/1998	RMSLS00000103	MCBA	
01/31/1998		FINANCE CHARGE		\$0.00	\$0.00	\$1,920.51	\$1,920.51
Open	FIN	8284		02/28/1998	RMSLS00000103	MCBA	
02/28/1998		FINANCE CHARGE		\$0.00	\$0.00	\$1,920.51	\$1,920.51
Open	FIN	8415		03/31/1998	RMSLS00000103	MCBA	
03/31/1998		FINANCE CHARGE		\$0.00	\$0.00	\$1,927.70	\$1,927.70
Open	FIN	8544		04/30/1998	RMSLS00000103	MCBA	
04/30/1998		FINANCE CHARGE		\$0.00	\$0.00	\$1,927.70	\$1,927.70
Open	FIN	8679		05/31/1998	RMSLS00000103	MCBA	
05/31/1998		FINANCE CHARGE		\$0.00	\$0.00	\$1,715.56	\$1,715.56
Open	FIN	8811		06/30/1998	RMSLS00000103	MCBA	
06/30/1998		FINANCE CHARGE		\$0.00	\$0.00	\$8,903.42	\$8,903.42
Open	FIN	8942		07/31/1998	RMSLS00000103	MCBA	
07/31/1998		FINANCE CHARGE		\$0.00	\$0.00	\$9,092.11	\$9,092.11

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Open	FIN	9067		08/31/1998	RMSLS00000103	MCBA	
08/31/1998	FINANCE CHARGE	\$0.00	\$0.00			\$8,692.39	\$8,692.39
Open	FIN	9187		09/30/1998	RMSLS00000103	MCBA	
09/30/1998	FINANCE CHARGE	\$0.00	\$0.00			\$9,160.70	\$9,160.70
Open	FIN	9312		10/31/1998	RMSLS00000103	MCBA	
10/31/1998	FINANCE CHARGE	\$0.00	\$0.00			\$11,063.79	\$11,063.79
Open	FIN	9436		11/30/1998	RMSLS00000103	MCBA	
11/30/1998	FINANCE CHARGE	\$0.00	\$0.00			\$11,368.54	\$11,368.54
Open	FIN	9567		12/31/1998	RMSLS00000103	MCBA	
12/31/1998	FINANCE CHARGE	\$0.00	\$0.00			\$11,325.72	\$11,325.72
Open	FIN	9687		01/31/1999	RMSLS00000103	MCBA	
01/31/1999	FINANCE CHARGE	\$0.00	\$0.00			\$11,370.22	\$11,370.22
Open	FIN	9788		02/28/1999	RMSLS00000103	MCBA	
02/28/1999	FINANCE CHARGE	\$0.00	\$0.00			\$11,753.37	\$11,753.37
Open	FIN	9882		03/31/1999	RMSLS00000103	MCBA	
03/31/1999	FINANCE CHARGE	\$0.00	\$0.00			\$12,116.64	\$12,116.64
Open	FIN	9971		04/30/1999	RMSLS00000103	MCBA	
04/30/1999	FINANCE CHARGE	\$0.00	\$0.00			\$12,116.64	\$12,116.64
Open	FIN	FCHRG000000000256		05/11/2001	RMSLS00001537	RM FIN CHG10000	
05/11/2001	May 2001 Finance Charge	\$0.00	\$0.00			\$18,472.73	\$18,472.73
Open	FIN	FCHRG000000000884		06/07/2001	RMSLS00001604	RM FIN CHG10000	
06/07/2001	June 2001 Finance Charge	\$0.00	\$0.00			\$18,449.85	\$18,449.85
Open	FIN	FCHRG000000001320		07/12/2001	RMSLS00001688	RM FIN CHG10000	
07/12/2001	July 2001 Finance Charge	\$0.00	\$0.00			\$18,706.53	\$18,706.53
History	CR	19823CR		05/10/2001	RMSLS00001536	DOVENET	
05/10/2001	16766 April	\$0.00	\$0.00			-\$877.54	\$0.00
History	CR	CREDT000000000010		06/12/2000	RMSLS00000636	CM 6/12/00	
06/12/2000	Invoice 175111	\$0.00	\$0.00			-\$0.30	\$0.00
History	CR	CREDT000000000153		06/29/2001	RMSLS00001685	CONTRA-MAY	
06/29/2001		\$0.00	\$19.95			\$0.00	\$0.00
History	PMT	MCBA352	LA LOCKBOX	INVO	RMCSH00000066	MCBA PAYMENTS	
08/09/1999	LA LOCKBOX	\$0.00	\$0.00			-\$872.43	\$0.00
History	PMT	MCBA353	CHECK 491663	INVO	RMCSH00000066	MCBA PAYMENTS	
07/20/1999	CHECK 491663	\$0.00	\$0.00			-\$226.75	\$0.00
History	PMT	MCBA354	LA LOCKBOX	INVO	RMCSH00000066	MCBA PAYMENTS	
01/18/2000	LA LOCKBOX	\$0.00	\$0.00			-\$200.00	\$0.00
History	PMT	MCBA355	CHECK 73099	INVO	RMCSH00000066	MCBA PAYMENTS	
07/30/1999	CHECK 73099	\$0.00	\$0.00			-\$6,030.78	\$0.00
History	PMT	MCBA356	LA LOCKBOX	INVO	RMCSH00000066	MCBA PAYMENTS	
11/24/1999	LA LOCKBOX	\$0.00	\$0.00			-\$400.00	\$0.00
History	PMT	MCBA357	LA LOCKBOX	INVO	RMCSH00000066	MCBA PAYMENTS	
08/26/1999	LA LOCKBOX	\$0.00	\$0.00			-\$3,151.21	\$0.00
History	PMT	MCBA358	LA LOCKBOX	INVO	RMCSH00000066	MCBA PAYMENTS	
08/19/1999	LA LOCKBOX	\$0.00	\$0.00			-\$500.00	\$0.00
History	PMT	MCBA359	LA LOCKBOX 493634	INVO	RMCSH00000066	MCBA PAYMENTS	
07/23/1999	LA LOCKBOX 493634	\$0.00	\$0.00			-\$1,177.75	\$0.00
History	PMT	MCBA360	CHECK 716	INVO	RMCSH00000066	MCBA PAYMENTS	
07/16/1999	CHECK 716	\$0.00	\$0.00			-\$478.48	\$0.00
History	PMT	MCBA361	NSF CHECK 5112	INVO	RMCSH00000066	MCBA PAYMENTS	
09/14/1998	NSF CHECK 5112	\$0.00	\$0.00			\$40,000.00	\$40,000.00
History	PMT	MCBA362	LA LOCKBOX	INVO	RMCSH00000066	MCBA PAYMENTS	
07/18/1999	LA LOCKBOX	\$0.00	\$0.00			-\$61.61	\$0.00
History	PMT	MCBA363	LA LOCKBOX	INVO	RMCSH00000066	MCBA PAYMENTS	
07/29/1999	LA LOCKBOX	\$0.00	\$0.00			-\$166.35	\$0.00

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History PMT 12/28/1999	MCBA364 LA LOCKBOX INVO	LA LOCKBOX INVO	INVO	\$0.00	RMCSH000000066	MCBA PAYMENTS	\$0.00
History PMT 07/27/1999	MCBA365 LA LOCKBOX INVO	LA LOCKBOX INVO	INVO	\$0.00	RMCSH000000066	MCBA PAYMENTS	\$0.00
History PMT 10/05/1999	MCBA366 LA LOCKBOX INVO	LA LOCKBOX INVO	INVO	\$0.00	RMCSH000000066	MCBA PAYMENTS	\$0.00
History PMT 12/30/1999	MCBA367 LA LOCKBOX INVO	LA LOCKBOX INVO	INVO	\$0.00	RMCSH000000066	MCBA PAYMENTS	\$0.00
History PMT 09/21/1999	MCBA368 LA LOCKBOX INVO	LA LOCKBOX INVO	INVO	\$0.00	RMCSH000000066	MCBA PAYMENTS	\$0.00
History PMT 02/01/2000	PYMNT000000000984 Plaza Lockbox 531899	1013781/BLOCKBUSTER		\$0.00	RMCSH000000087	CC 2/1/00	\$0.00
History PMT 02/29/2000	PYMNT000000001143 LA Lockbox -Valley Media	308123		\$0.00	RMCSH000000107	CC 2/29/00	\$0.00
History PMT 05/15/2000	PYMNT000000001789 LA Lock Box	048981/33173		\$0.00	RMCSH000000141	CC 3/6/00	\$0.00
History PMT 03/09/2000	PYMNT000000001827 L.A. Lock box	2003429480		\$0.00	RMCSH000000144	CC 3/09/00	\$0.00
History PMT 03/13/2000	PYMNT000000001860 L.A. Lock box			\$0.00	RMCSH000000147	CC 3/13/00	\$0.00
History PMT 03/20/2000	PYMNT000000001913 L.A. Lock box	2912		\$0.00	RMCSH000000146	CC 3/20/00	\$0.00
History PMT 04/10/2000	PYMNT000000002776	309447		\$0.00	RMCSH000000216	CC 4/10/00	\$0.00
History PMT 04/05/2000	PYMNT000000002783	019205		\$0.00	RMCSH000000219	CC 4/05/00	\$0.00
History PMT 04/28/2000	PYMNT000000002787	019821		\$0.00	RMCSH000000217	CC 4/28/00	\$0.00
History PMT 05/02/2000	PYMNT000000003425	19989		\$0.00	RMCSH000000251	CC 5/02/00	\$0.00
History PMT 05/08/2000	PYMNT000000003486	410030		\$0.00	RMCSH000000254	CC 5/08/00	\$0.00
History PMT 05/16/2000	PYMNT000000003541 Library Video Company	023156		\$0.00	RMCSH000000261	CC 5/16/00	\$0.00
History PMT 05/12/2000	PYMNT000000003554			\$0.00	RMCSH000000270	CC 5/12/00	\$0.00
History PMT 06/01/2000	PYMNT000000004179 Movies Unlimited	50098		\$0.00	RMCSH000000299	CC 6/01/00	\$0.00
History PMT 06/05/2000	PYMNT000000004189 Playboy Enterprises	413219		\$0.00	RMCSH000000311	CC 6/05/00	\$0.00
History PMT 06/07/2000	PYMNT000000004214 Valley Media, Inc.	310558		\$0.00	RMCSH000000302	CC 6/07/00	\$0.00
History PMT 06/12/2000	PYMNT000000004230 Baker & Taylor	11242562		\$0.00	RMCSH000000303	CC 6/12/00	\$0.00
History PMT 06/20/2000	PYMNT000000004270 Cannot find back-up			\$0.00	RMCSH000000317	CC 6/20/00	\$0.00
History PMT 06/26/2000	PYMNT000000004311 Music In Motion, Inc.	056462		\$0.00	RMCSH000000312	CC 6/26/00	\$0.00
History PMT 06/15/2000	PYMNT000000004340 Chappaqua Central School Dist	0080250		\$0.00	RMCSH000000310	CC 6/15/00	\$0.00
History PMT 06/23/2000	PYMNT000000004394 No back-up			\$0.00	RMCSH000000318	CC 6/23/00	\$0.00
History PMT 07/10/2000	PYMNT000000004997 Valley Media	311220		\$0.00	RMCSH000000350	CC 7/10/00	\$0.00

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History PMT 07/20/2000	PYMNT000000005055	\$0.00	RMCSH00000363	CC 7/20/00	-\$25,000.00	\$0.00	
History PMT 07/24/2000	PYMNT000000005090 Unable to locate check	\$0.00	RMCSH00000368	CC 7/24/00	-\$115.44	\$0.00	
History PMT 07/06/2000	PYMNT000000005204 Library Video Company	\$0.00	RMCSH00000370	CC 7/6/00	-\$64.93	\$0.00	
History PMT 07/07/2000	PYMNT000000005220 Movies Unlimited	\$0.00	RMCSH00000379	LB 7/07/00	-\$22.57	\$0.00	
History PMT 08/01/2000	PYMNT000000005581 Movies Unlimited Inv. 253	\$0.00	RMCSH00000395	CC08/01/00	-\$39.47	\$0.00	
History PMT 08/28/2000	PYMNT000000005619 0001470	\$0.00	RMCSH00000396	LB08/28/00	-\$80.00	\$0.00	
History PMT 08/04/2000	PYMNT000000005818 Valley Media / Library Video	\$0.00	RMCSH00000405	CC 08/04/00	-\$210.95	\$0.00	
History PMT 08/22/2000	PYMNT000000006049 Saban Int./N.V. Zurich	\$0.00	RMCSH00000419	CC 08/22/00	-\$139.68	\$0.00	
History PMT 08/22/2000	PYMNT000000006050 Movies Unlimited	\$0.00	RMCSH00000419	CC 08/22/00	-\$23.04	\$0.00	
Open PMT 09/30/2000	PYMNT000000006893 0001496	\$0.00	RMCSH00000499	DT2 09/30/00	-\$435.90	-\$435.90	
History PMT 09/11/2000	PYMNT000000006940 Library Video / Playboy Ent.	\$0.00	RMCSH00000505	CC 09/11/00	-\$257.01	\$0.00	
History PMT 09/18/2000	PYMNT000000006974 Valley Media, Inc.	\$0.00	RMCSH00000510	CC 09/18/00	-\$0.50	\$0.00	
History PMT 09/27/2000	PYMNT000000007050 Gateway Films	\$0.00	RMCSH00000520	CC 09/27/00	-\$668.25	\$0.00	
History PMT 10/30/2000	PYMNT000000007469 0001520	\$0.00	RMCSH00000548	LB 10/30/00	-\$165.90	\$0.00	
History PMT 10/04/2000	PYMNT000000007565 Movies Unlimited	\$0.00	RMCSH00000554	CC 10/04/00	-\$62.27	\$0.00	
History PMT 10/11/2000	PYMNT000000007623 (2) Global Video/Publishers C	\$0.00	RMCSH00000562	CC 10/11/00	-\$898.88	\$0.00	
History PMT 10/24/2000	PYMNT000000007671 Vision Video / Publishers Cle	\$0.00	RMCSH00000569	CC 10/24/00	-\$2,829.00	\$0.00	
History PMT 10/31/2000	PYMNT000000007693 Library Video Company	\$0.00	RMCSH00000571	CC 10/31/00	-\$31.28	\$0.00	
History PMT 11/30/2000	PYMNT000000008460 0001547	\$0.00	RMCSH00000605	LB 11/30/00	-\$52.95	\$0.00	
History PMT 11/27/2000	PYMNT000000008702 Global Video	\$0.00	RMCSH00000625	CC 11/27/00	-\$33.75	\$0.00	
History PMT 11/21/2000	PYMNT000000008717 Vision Video	\$0.00	RMCSH00000627	CC 11/21/00	-\$1,123.00	\$0.00	
History PMT 11/21/2000	PYMNT000000008718 Global Video, LLC	\$0.00	RMCSH00000627	CC 11/21/00	-\$49.85	\$0.00	
History PMT 12/30/2000	PYMNT000000009243 0001570	\$0.00	RMCSH00000662	DT 12/30/00	-\$55.85	\$0.00	
History PMT 12/06/2000	PYMNT000000009338 Movies Unlimited	\$0.00	RMCSH00000666	CC 12/06/00	-\$106.87	\$0.00	
History PMT 12/06/2000	PYMNT000000009339 Library Video Company	\$0.00	RMCSH00000666	CC 12/06/00	-\$71.07	\$0.00	
History PMT 12/20/2000	PYMNT000000009450 Global Video	\$0.00	RMCSH00000680	CC 12/20/00	-\$126.67	\$0.00	
History PMT 12/27/2000	PYMNT000000009452 Library Video Company	\$0.00	RMCSH00000681	CC 12/27/00	-\$50.47	\$0.00	

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Doc Date	Description		Discount Amount		Writeoff Amount		Document Amount	Amount Remaining
History PMT 12/28/2000	PYMT000000009463	028021		\$0.00	RMCSH00000683	CC 12/28/00	-\$40.26	\$0.00
	Global Video LLC				\$0.00			
History PMT 01/10/2001	PYMT000000009922	052740		\$0.00	RMCSH00000712	CC 01/10/01	-\$286.36	\$0.00
	Movies Unlimited				\$0.00			
History PMT 01/17/2001	PYMT000000009934	028432		\$0.00	RMCSH00000715	CC 01/17/01	-\$100.10	\$0.00
	Global Video, LLC				\$0.00			
History PMT 01/22/2001	PYMT000000009948	21541		\$0.00	RMCSH00000717	CC 01/22/01	-\$675.00	\$0.00
	Vision Video				\$0.00			
History PMT 01/31/2001	PYMT000000010087	030562		\$0.00	RMCSH00000730	CC 01/31/01	-\$76.21	\$0.00
	Library Video Company				\$0.00			
History PMT 01/31/2001	PYMT000000010142	0001594		\$0.00	RMCSH00000736	076 01/31/01	-\$16.90	\$0.00
					\$0.00			
History PMT 02/06/2001	PYMT000000010642	053124		\$0.00	RMCSH00000773	CC 02/06/01	-\$103.46	\$0.00
	Movies Unlimited				\$0.00			
History PMT 02/14/2001	PYMT000000010703	030874		\$0.00	RMCSH00000780	CC 02/14/01	-\$76.26	\$0.00
	Library Video Company				\$0.00			
History PMT 02/21/2001	PYMT000000010751	031057		\$0.00	RMCSH00000784	CC 02/21/01	-\$78.44	\$0.00
	Library Video Company				\$0.00			
History PMT 02/27/2001	PYMT000000010815	029247		\$0.00	RMCSH00000787	CC 02/27/01	-\$226.81	\$0.00
	Global Video				\$0.00			
History PMT 03/08/2001	PYMT000000011376	053566		\$0.00	RMCSH00000819	CC 03/08/01	-\$335.28	\$0.00
	Movies Unlimited				\$0.00			
History PMT 03/01/2001	PYMT000000012077	032123		\$0.00	RMCSH00000915	CC4 05/01/01	-\$110.93	\$0.00
	Library Video Company				\$0.00			
History PMT 05/01/2001	PYMT000000012375	22299		\$0.00	RMCSH00000869	CC 04/25/01	-\$673.00	\$0.00
	Vision Video				\$0.00			
History PMT 05/01/2001	PYMT000000012387	054240		\$0.00	RMCSH00000906	CC 04/26/01	-\$317.48	\$0.00
	Movies Unlimited				\$0.00			
History PMT 05/01/2001	PYMT000000012388	030593		\$0.00	RMCSH00000906	CC 04/26/01	\$217.68	\$0.00
	Global Video				\$0.00			
History PMT 05/04/2001	PYMT000000012733	033017		\$0.00	RMCSH00000903	CC 05/04/01	-\$207.44	\$0.00
	Library Video Company				\$0.00			
History PMT 05/04/2001	PYMT000000012734	030721		\$0.00	RMCSH00000903	CC 05/04/01	-\$109.81	\$0.00
	Global Video, LLC				\$0.00			
History PMT 06/01/2001	PYMT000000013209	22436		\$0.00	RMCSH00000951	CC 05/17/01	-\$673.00	\$0.00
	Vision Video				\$0.00			
History PMT 06/01/2001	PYMT000000013210	031259		\$0.00	RMCSH00000951	CC 05/17/01	-\$60.54	\$0.00
	Global Video				\$0.00			
History PMT 06/01/2001	PYMT000000013211	054512		\$0.00	RMCSH00000951	CC 05/17/01	-\$454.93	\$0.00
	Movies Unlimited				\$0.00			
History PMT 06/01/2001	PYMT000000013358	031392		\$0.00	RMCSH00000960	CC 05/29/01	-\$84.33	\$0.00
	Global Video, LLC				\$0.00			
History PMT 06/04/2001	PYMT000000013668	033942		\$0.00	RMCSH00000975	CC 06/04/01	-\$16.45	\$0.00
	Library Video Company				\$0.00			
History PMT 06/14/2001	PYMT000000013841	034254		\$0.00	RMCSH00000983	CC 06/14/01	-\$51.50	\$0.00
	Library Video Company				\$0.00			
History PMT 07/01/2001	PYMT000000014127	034535		\$0.00	RMCSH00001004	CC 06/29/01	-\$152.33	\$0.00
	Library Video Company				\$0.00			
History PMT 07/01/2001	PYMT000000014251	22596		\$0.00	RMCSH00001011	CC 06/28/01	-\$673.00	\$0.00
	Vision Video				\$0.00			
History PMT 07/09/2001	PYMT000000014394	0320801		\$0.00	RMCSH00001020	CC 07/09/01	-\$24.36	\$0.00
	Global Video				\$0.00			
History PMT 07/19/2001	PYMT000000014515	055158		\$0.00	RMCSH00001030	CC 07/19/01	-\$332.82	\$0.00
	Movies Unlimited				\$0.00			

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History	PMT	PYMNT000000015283	035753		RMCSH00001068	CC 8/3/01	
08/03/2001	Library Video-Inv. 340/343	\$0.00	\$0.00	-\$127.58	\$0.00		
Total Documents: 269						Totals:	\$1,324,861.56
							\$1,324,841.61